

## **TERMS AND CONDITIONS**

### **Organizer & Qualifications**

1. **“MyDebit Je with your ATM card & Win [“Contest”]** is jointly organized by Isetan Of Japan Sdn Bhd (75382-X) (“Isetan”) and Payments Network Malaysia Sdn Bhd (836743-D) (PayNet) **[“The Organizer”]**.
2. The Contest is open to all MyDebit Automated Teller Machine **[“ATM”]** card holders issued by MyDebit Financial Institution in Malaysia. The above-mentioned card holders must be a permanent resident in Malaysia or a Malaysian citizen who is 18 years of age and above and 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**

1. This Contest will commence from 1<sup>st</sup> November 2019 until 31<sup>st</sup> January 2020 at 11:59 PM (Malaysian Time) **[“Contest Period”]**. Any entries received beyond the Contest Period will be rejected and deemed invalid.
2. Note: Only entries/transaction slip (only payment/transaction made via contactless transaction) using MyDebit ATM card will be accepted for this Contest. Entries received beyond Contest Period will be deemed invalid and will be forfeited.

3. A minimum purchase of RM100 and above in a maximum of 3 combined receipts at any Isetan stores (excluding vendor shops located at Isetan Lot 10) with the usage of MyDebit ATM card via contactless transaction as a mode of payment made within the stipulated Contest Period (with a clear printed transaction slip & Contest form) entitled to be accepted as a valid entry [**“Proof of Purchase”**].
4. The Participant will be required to complete the Contest form which is available at any participating Isetan's I-Club counter.
5. There will be two (2) simple questions to be answered and/or completed by the Participant.
6. There is no limit to the number of Contest form can be submitted by the Participant. The Contest form that is incomplete, unclear, without attachment of original receipt of valid purchase and/or not satisfactory in any way howsoever will be disqualified at the Organizer's sole and absolute discretion.
7. All Contest forms must be submitted to Isetan at the designated Contest box located at all participating Isetan's stores latest by 10 p.m., on 31<sup>st</sup> January 2020. Any late submission thereafter shall not be accepted.
8. Isetan outlets will compile all the Contest forms and segregate qualified and non-qualified Contest forms based on the correct answers, qualified receipts(s) and complete form.
9. Cancelled or refunded purchases are ineligible to be used for participation in this Contest, subject to the Organizer's absolute discretion.
10. Selection and random draw for the Contest Prizes will be conducted by the Organizer through random draw system after the compilation of all valid contest form(s). This process will be witnessed and verified by internal auditor from Isetan. Results of this Contest will be announced after the Contest Period and the winners will be notified via phone call, email or mail.

11. In the event that the Organizer is unable to contact the shortlisted winners after two (2) attempts (i.e.no reply, telephone number not in service or no connection etc), the Organizer reserves the right to select the next shortlisted winners to undergo the same process. The Organizer will not be held liable in the event the winners cannot be contacted for whatever reasons.
12. Each participant shall only win one (1) prize throughout the Contest Period, irrespective of the number of Eligible Entries collected by the Organizer.
13. The Organizer shall notify the winners not later than three (3) months from the end of the Contest Period and the Organizer shall announce and publish the names of the winners on their websites.
14. 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.
15. 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.
16. 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's Participant/winner. Proof of Purchase which is faded or damaged will be deemed invalid and will be disqualified.

### **Contest Prizes & Redemptions**

1. A total of two hundred and sixty (260) Contest Prizes to be won throughout the whole Contest Period as following:
  - **Grand Prize:** Honda City (excluding insurance and roadtax) 1.5L worth RM73,496 x 1 winner
  - **1<sup>st</sup> Prize:** Ogawa – Master Drive Plus worth RM21,999 x 1 winner
  - **2<sup>nd</sup> Prize:** Ogawa – Galaxia worth RM11,999 each x 2 winners
  - **3<sup>rd</sup> Prize:** Couple Watch worth RM8,000 each x 2 winners

- **Special Prize 1:** Imayo Jewelry worth RM6,988 each x 2 winners
  - **Special Prize 2:** Dyson Airwrap worth RM2,199 each x 3 winners
  - **Special Prize 3:** Polo Ralph Lauren voucher worth RM1,500 each x 4 winners
  - **Consolation Prize 1:** Isetan voucher worth RM1,000 each x 15 winners
  - **Consolation Prize 2:** Isetan voucher worth RM500 each x 30 winners
  - **Consolation Prize 3:** Isetan voucher worth RM300 each x 200 winners
2. 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 Prizes.
  3. Contest 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 Contest 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.
  4. 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.
  5. 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.
  6. The Organizer reserves the right to postpone the date and place for prize redemption that has been determined to a later date and place in the event of any unforeseen circumstances from time to time.
  7. The prize fulfillment will be subjected to the availability these prizes. The Organizer will notify the winner from time to time.
  8. 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, appeal or objection from the Participant shall not be entertained.

9. The selected Participant will be contacted by the Organizer based on the contact information supplied during their submission process.
10. 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 (for Weekly Prize and/or Grand Prize) 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.
11. 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.

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

1. 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.
2. The Organizer reserves the right to substitute the Contest Prizes with other prizes of equal value without prior notice.
3. 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 revoke, terminates, modifies, or suspends this Contest.
4. 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.

5. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion without prior notice.
6. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at <https://www.lsetankl.com.my> or otherwise, shall also bind all participants and their participation in this Contest.
7. 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 <https://www.lsetankl.com.my> shall prevail.
8. By participating in the Contest, the Participant give their consents to the Organizer or any third party appointed by the Organizer to process the Participant's Personal Data for the purposes of this Contest.
9. 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.
10. 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**

1. 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.

2. 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.
3. 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.
4. In the event of any inconsistency between the Terms and Conditions in Bahasa Malaysia and English, the English version shall prevail.
5. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

#### **Privacy Notice**

1. By participating in the Contest, the Participant give their consent to and authorize to any MyDebit Financial Institution to disclose to the Organizer , 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.
2. 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.

3. 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 contact details 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.
  
4. Participant may refer to the Organizer's website at <https://www.lsetankl.com.my> or call the Organizer's helpline line at +603 2382 3222 for any info pertaining to data protection or legal rights.
  
5. 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.
  
6. 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]**