



Merdeka Usage Program for DuitNow, JomPAY and FPX

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 a service that allows bank customers to transfer money instantly and securely using the recipient’s mobile phone number, MyKad number, passport number, Army/Police number or Business Registration Number.
- 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 Transaction”** means the successful transfer of funds of a minimum of RM10 to a DuitNow ID. The DuitNow Transaction is to be carried out during the Promotion Period through any preferred Internet or mobile banking of the Participating Banks.
- e. **“JomPAY”** means a national initiative supported by Participating Banks to enable online bill and invoice payments across Malaysia.
- f. **“JomPAY Billers”** means Billers that have registered to participate in JomPAY.
- g. **“JomPAY Transaction”** means the successful payment of any bills or invoices of a JomPAY Biller via JomPAY, for any amount. The JomPAY Transaction is to be carried out during the Promotion Period through any preferred Internet or Mobile Banking channels of the Participating Banks.
- h. **“FPX”** means a national initiative supported by Participating Banks that allows real-time debiting of customer’s internet banking account of multiple banks and direct crediting into merchant’s account by banks. FPX service is suitable for all businesses that offer products or services via the Internet.
- i. **“FPX Transaction”** means the successful payment of any of FPX Merchant via FPX. The minimum FPX Transaction for retail payment (B2C) and for corporate payment (B2B) is RM10.



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The FPX Transaction is to be carried out during the Promotion Period through any preferred Internet or Mobile Banking of the Participating Banks.

- j. **“Organiser”** means Payments Network Malaysia Sdn. Bhd. (Company No. 200801035403 (836743-D)).
- k. **“Participating Banks”** means the list of Banks as set out in **Table 2** below.
- l. **“Prize”** means the prize set out in Clause 4 below.
- m. **“Promotion Period”** means the DuitNow Registration which takes place from 1st September 2020 – 30th September 2020.
- n. **“Eligible Customer”** means existing DuitNow, JomPAY, and FPX Customers who perform a DuitNow or JomPAY or FPX Transaction.

2. Promotion Period

- a. The Promotion shall run from 00:00 hours (GMT+8) from 1st September 2020 until 23:59 (GMT+8) hours to 30th September 2020 (both dates inclusive) (**“Promotion Period”**).

3. Eligibility and Qualifying Criteria

- a. This Promotion is open to all retail bank customers.
- b. Each transaction of either DuitNow, JomPAY or FPX during the Promotion Period will be considered as 1 entry of participation:
 - DuitNow – minimum transaction value has been set at RM10 and transaction to be made to a 3rd party recipient (transaction to own self is not eligible).
 - JomPAY - Splitting payment for any invoices/bills for this Promotion is strictly not allowed. For eg, if you are paying a biller’s bills/invoice amounting to RM90, you are not allowed to split the payment into three separate transactions of RM30. Otherwise the split transactions will not be counted or eligible for winning any prizes.
 - FPX – minimum transaction value has been set at RM10.



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- c. DuitNow or JomPAY or FPX Transactions which are incomplete or performed before or after the Promotion Period shall not be accepted and will be forfeited.
- d. The eligibility requirements to participate in this Promotion are as follows:
 - i. Only customers who are above eighteen (18) years of age be eligible to participate;
 - ii. Its' affiliates and related companies, directors, officers and employees as well as their parents, spouse and children of the Organiser are not eligible to participate in this Promotion nor to win any prizes;
 - iii. 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;
 - iv. 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;
 - v. 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. Prizes

Table 1

Grand Prize	1 Winner	Proton SUV X70 1.8 Executive 2WD – worth RM100,000 Online Bill Payments Credits* – worth RM5,000 e-Shopping Vouchers* – worth RM5,000
Consolation	5 Winners	Online Bill Payments Credits* – RM1,000 each e-Shopping Vouchers* – RM1,000 each

Each winner is entitled to choose from 1 of their preferred billers to receive online bill payment credits for only 1 bill payment account and 1 e-Shopping Voucher of choice. The bill credit value is inclusive of any tax imposed.



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**Online Bill Payments Credits: TNB (electricity biller), SESB (electricity biller in Sabah), SESCO (electricity biller in Sarawak), TM Group (phone and internet biller), Astro (satellite TV biller), Digi (Telco biller). In the event the winners cancel or terminate their online bill payment account before all the payment credits are due and owing, the billers reserve the right to either provide a cash refund or forfeit the remaining credit payments, to the winners.*

**e-Shopping Vouchers: Ezybuy, Astro Go Shop, Hermo, Fashion Valet, Senheng*

5. Participating Banks

Table 2

Affin Bank Berhad	Affin Islamic Bank Berhad	Agrobank
Alliance Bank Malaysia Berhad	Alliance Islamic Bank Malaysia Berhad	Al-Rajhi Banking & Investment Corporation (Malaysia) Berhad
AmBank (M) Berhad	AmBank Islamic Berhad	Bank Islam Malaysia Berhad
Bank Muamalat Malaysia Berhad	Bank Kerjasama Rakyat Malaysia	Bank Simpanan Nasional
Bank of China (Malaysia) Berhad	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) Malaysia Berhad
Kuwait Finance House (Malaysia) Berhad	Maybank Berhad	Maybank Islamic Berhad
OCBC Bank (Malaysia) Berhad	OCBC Al-Amin (Malaysia) Berhad	Public Bank Berhad
Public Islamic Bank Berhad	RHB Bank Berhad	RHB Islamic Bank Berhad
Standard Chartered Bank Malaysia Berhad	Standard Chartered Saadiq Berhad	United Overseas Bank (Malaysia) Berhad

6. Shortlisting of Winners



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- a. For the Grand Prize, one Customer will be selected by the Organiser via a random draw from the pool of eligible DuitNow, JomPAY and FPX Transactions throughout the Promotion Period.
- b. Selected winner(s) for the Grand Prize and Consolation Prizes will be contacted by the respective Participating Bank to answer two (2) questions within fourteen (14) business days after the winner selection.
- c. Only three (3) attempts of phone calls will be made during office hours, Monday to Friday (9am-5pm).
- d. 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.
- e. The names of the Customers whom have been selected (“Selected Winners”) will be announced on Organiser’s website at <https://paynet.my>

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 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 Winner;
- c. The exact model, colour and specs of the Grand Prize are to be determined by the Organiser;
- d. The Grand Prize excludes vehicle registration fee, road tax and insurance/Takaful coverage;
- e. The Grand Prize also carries its own terms and conditions stipulated by Proton;
- f. The Selected Winner of the Grand Prize must agree to attend the Prize Giving Ceremony to receive the Grand Prize if needed or requested by the Organiser/Participating Banks at a specified date and place;



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- g. Unless otherwise specified in the Promotion Terms and Conditions herein, no substitution or replacement of, or modification to the Prize requested by the Selected Winners will be permitted; and
- h. 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 Organiser 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 Prizes and level of care and skill in respect of the relevant services provided in the Prizes. the Organiser 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 Organiser has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.



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- d. For the purpose of clause (c) above, the Selected Winner(s) shall also be bound by the Terms and Conditions of Proton and voucher providers in relation to the 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://paynet.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



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the 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 includes:
 - 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.
- 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.

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