



## THE “BMW e-DIRECT DEBIT SIGN-UP AND WIN” CAMPAIGN. TERMS AND CONDITIONS.

### 1) **Definition**

- a) **“e-Direct Debit”** means the collection of recurring payments authorised by customers via e-Mandates, which is a feature of DirectDebit payment service.
- b) **“Organiser”** means BMW Credit (Malaysia) Sdn Bhd (Company No. 75342-D) (“BMW Group Financial Services”).
- c) **“Payments Network Malaysia Sdn Bhd (PayNet) (Company No.836743-D)”** means the owner and operator of DirectDebit.

### 2) **Promotion Period**

The Promotion shall run from **00:00 hours (GMT+8) on 15<sup>th</sup> October 2019 until 23:59 (GMT+8) hours on 31<sup>st</sup> March 2020** (both dates inclusive) (“**Promotion Period**”).

### 3) **Entry Eligibility & Qualifying Criteria**

- a) The Promotion is open to all existing and new customers who have an active BMW, Mini, Motorrad and Alpera Hire Purchase contract or approved application with BMW Group Financial Services and have setup e-Direct Debit via the BMW Loyalty+ App on their phones or e-Direct Debit link during the Promotion Period (“e-Direct Debit Registration”) (“Eligible Customers”).
- b) Existing customers that have performed the e-Direct Debit Registration from April 2019 shall also be eligible to participate in this Promotion.
- c) An e-Direct Debit Registration which is incomplete or performed 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. The Organiser, PayNet, its’ affiliates and related companies, directors, officers and employees as well as their parents, spouse and children are not eligible to participate in this Promotion nor win any prizes;
  - ii. e-Direct Debit account shall NOT be terminated, suspended, cancelled or dormant within the Promotion Period;
  - iii. A customer’s Financing Contract shall NOT be delinquent or unsatisfactorily conducted as determined by the Organiser at its sole and absolute discretion;
  - iv. Only customers who have NOT become insane, declared bankrupt or have a civil lawsuit filed against them or a criminal case commenced in court or pending at trial, shall be eligible to participate.

#### **Company**

BMW Credit (Malaysia) Sdn Bhd  
(Company No. 75342-D)

#### **Office Address**

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**4) Prizes**

<b>Prize</b>	<b>Number of winner(s)</b>
<p><b>Grand Prize</b> 8 days 7 nights BMW Driving Experience in Namibia, Africa worth RM50,000.00 which includes:</p> <ul style="list-style-type: none"> <li>▪ A multiday tour Driving experience with the new BMW X3 around the Namibian countryside from Windhoek to Atlantic Coast (total 1300 km route).</li> <li>▪ Practical driving exercises and activity programs such as safari tours, exploring the Namibian desert on Atlantic Coast and visiting indigenous tribes.</li> <li>▪ Hotel accommodation in various locations in Namibia, Africa for the entire 8 days and 7 nights (food and beverage inclusive).</li> <li>▪ Travel insurance, Business Class Flight, airport transfer and transport within Namibia for 8 days.</li> </ul>	1
<p><b>Consolation Prizes</b></p> <ul style="list-style-type: none"> <li>• Apple iPad Pro (11”) Wi-Fi 64 GB x5 units worth RM 3,499 each.</li> <li>• Apple iPad Air Wi-Fi 2019 64 GB x5 units worth RM 2,199 each.</li> </ul>	5

- a) Eligible Customers who successfully performed the e-Direct Debit Registration from April 2019 until the end of the Promotion Period, will be in the running to win the Prizes.
- b) Each e-Direct Debit Registration shall be eligible as one (1) entry.
- c) The Prizes are not exchangeable for cash.

**Grand Prize**

- d) The terms and conditions governing the Grand Prize will be communicated to the Selected Winners upon the Grand Prize redemption.
- e) The Grand Prize (which includes the travel dates and travel itinerary) shall be managed by BMW Group Financial Services.
- f) Failure to redeem the Grand Prize within the stipulated travel period will result in the Grand Prize being forfeited and/or become unavailable to the Selected Winner.

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- g) Upon redemption of the Grand Prize, the Selected Winner may choose a third party (except for parties mentioned in clause 3.d.i) to utilise the Grand Prize on its behalf.
- h) In the event, for whatever reason, the Selected Winner is unable to collect the Grand Prize within 3 months from tour date the Selected Winner forfeits any and all claims to the Grand Prize.

## 5) **Shortlisting of Winners** **Grand Prize & Consolation Prizes**

- a) One (1) Eligible Customer will be selected by the Organiser via a random draw at the end of the Promotion Period for the winning of the Grand Prize (“Selected Winner”).
- b) A total of ten (10) Eligible Customers will be selected by the Organiser via a random draw at the end of the Promotion Period for the winning of the Consolation and Special Prizes (“Selected Winners”).
- c) The Selected Winners will be contacted by the Organiser to answer one (1) question. The Selected Winner that has successfully answered the question will be notified immediately and will receive an email/call/SMS/ notification letter thereafter.
- 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 Winner cannot be contacted i.e. voicemail, line busy or fails to answer the question correctly, the Organiser shall allocate the Prizes to the next Selected Winner.

## 6) **Prize Redemption**

- a) The Selected Winners will be contacted by the Organiser for the Prize redemption arrangement.
- b) Visual(s) of the Grand Prize shown in any advertisement, promotional publicity and other materials relating to this Promotion are solely for illustration purposes only.
- c) The Grand Prize excludes visa fee, travel expenses, tipping cost and/or any other incidental costs (overweight luggage’s, phone calls, hotel room service) which is not expressly stated in the terms and conditions governing the Grand Prize. Any additional costs incurred before, during and after the travel period, duties, taxes, visas and/or incidental expenses or charges incurred in relation to the Grand Prize shall be solely borne by the Selected Winner.
- d) The Organiser shall not be liable and/or responsible for the transportation costs pertaining to the collection and/or delivery of the Prizes

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**7) General Terms and Conditions**

- a) To the fullest extent permitted by law, in no event will the Organiser 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 substitute or replace the Consolation Prizes offered in this Promotion with a similar valued prize 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 advised to periodically check for updates of this Promotion’s Terms and Conditions at the Organiser’s website. If any future modifications of this Promotion’s Terms and Conditions are unacceptable to the Eligible Customers, the Eligible Customer may discontinue any further participation in this Promotion.
- c) To the fullest extent permitted by law, the Organiser offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Promotion, the Prizes including, without limitation, the merchantable service 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.
- d) For any dispute in relation to the service quality or warranty of the Grand Prize, the Selected Winner(s) shall resolve such dispute with Organiser in accordance to the terms and conditions governing the Grand Prize.
- e) By Participating in the Promotion, Eligible Customers and Selected Winners give their consent to and authorize the Organiser and PayNet to collect, use, process their names, masked Identification Numbers (IC) 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 Selected Winners at the Organiser’s & PayNet website for advertising and publicity purposes.
- f) 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 other promotional or advertising materials for the Promotion.
- g) All decisions made by the Organiser in relation to the Promotion including but not limited to the shortlisting, selection of winners and forfeiture of the Prizes shall be final, conclusive and binding.
- h) The Promotion Terms and Conditions shall be governed and construed in accordance with laws of Malaysia.

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## 8) Privacy Notice

- a) By Participating in the Promotion, Eligible Customers give their consent to and authorize the Organiser and PayNet to collect, store, use, process their names, masked Identification Numbers (IC) 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 Eligible Customers at the Organiser' & PayNet's website for advertising and publicity purposes.
- b) By Participating in the Promotion, Eligible Customers give their consent to and authorize the Organiser and PayNet to collect their Personal Data for the purpose of running the Promotion including but not limited to validating and shortlisting Eligible Customers.
- 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 Customers 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 Organisers with the Eligible Customers 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 [csinfo@bmw.com.my](mailto:csinfo@bmw.com.my).
- f) The Organiser will take reasonable precautions to keep the Eligible Customers' 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]

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