

## **TERMS AND CONDITIONS**

### **Organiser & Qualifications**

1. **“DINE, WAVE & WIN! MyDebit Je with your ATM Card and WIN!” [“Contest”]** is jointly organised by Apex Excellent Sdn Bhd (Company No.: 760673-H) (**Food Republic**) and Payments Network Malaysia Sdn Bhd (Company No.:200801035403 (836743-D)) (**PayNet**) [Both Food Republic and PayNet shall be collectively referred to as **“The Organiser”**].
2. The Contest is open to all MyDebit Automated Teller Machine **[“ATM”]** card members issued by MyDebit financial institution in Malaysia. The mentioned card member must be 18 years old and above and a permanent resident in Malaysia or a Malaysian citizen who has a valid identification document/card during the Contest Period **[“Participant”]**.
3. The Participant must also have a valid account with any of the MyDebit financial institution in Malaysia and the account must be active with a good financial standing and not dormant during the entire Contest Period until the completion of the redemption of prize.
4. Individuals listed below are not eligible to participate in this Contest:
  - Employees of the Organiser [including its associates, subsidiaries or related thereto] and their immediate family members [children, parents, siblings, including spouses]; and/or
  - Tenants of the Organiser and/or its employees [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 Organiser [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 2020, 12:01AM until 31<sup>st</sup> December 2020** at 11:59 PM (Malaysian Time) **[“Contest Period”]** and segregated into weekly period as set out in this Terms and Conditions. Any entries received beyond the Contest Period will be rejected and deemed invalid.
2. Note: Only entries/transaction slip using MyDebit ATM card as a mode of payment will be accepted for this Contest and must be made within the **Weekly Period** as set out in this Terms and Conditions. Entries received beyond each stipulated Weekly Period will be deemed invalid and will be forfeited. For example, entry transaction slip dated 7 November 2020 (Week 1 of the Weekly Period) must be submitted

on or before 7 November 2020. The said transaction slip will no longer be valid for submission for the following week ["Weekly Period"].

- **Weekly Prize Winners (9 Weeks) ["Weekly Period"]**

- **Week 1: 01 Nov 2020 – 07 Nov 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 2: 08 Nov 2020 – 14 Nov 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 3: 15 Nov 2020 – 21 Nov 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 4: 22 Nov 2020 – 28 Nov 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 5: 29 Nov 2020 – 05 Dec 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 6: 06 Dec 2020 – 12 Dec 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 7: 13 Dec 2020 – 19 Dec 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 8: 20 Dec 2020 – 26 Dec 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**
- **Week 9: 27 Dec 2020 – 31 Dec 2020 (RM100 worth of Food Republic vouchers) x 20 winners)**

- **Grand/First/Second/Third Prize Winners ["Grand Prize Period"]:**

- **Period: 1 November 2020 - 31 December 2020**

3. The Organiser reserves the right to amend, extend or terminate the Contest including the Weekly Period or the Contest Period at its sole and absolute discretion without prior notice.

4. A minimum purchase of RM15 and above at Food Republic Pavilion KL with the usage of MyDebit ATM card as mode of payment made within the stipulated Weekly Period (with a clearly printed transaction receipt along with bank transaction slip) is entitled to be accepted as a valid entry ["Proof of Purchase"]. Participant who is selected as winner ["Winner"] is required to submit their Proof of Purchase before the redemption/fulfillment of the prize can be completed. Failure to do so would result in the cancellation of the prize(s) won by the Participant.

5. Participant can submit their entries via **WhatsApp** application OR via **QR Code Scan ("Contest Mechanism")**.

- **How to Participate (1): via WhatsApp**

- Submit your entry via WhatsApp application to **+6012-318-9966** in the following format:  
**Food Republic <space> Your Name <space> NRIC Number <space>**
- Participant will receive a reply message with a URL link to the contest website for participation (Contest questions, privacy notice) via WhatsApp within 48 hours (during working days).
  - i. Register/Login on contest website;
  - ii. Take a photo of the Proof of Purchase and keep the Proof of Purchase;
  - iii. Answer the Contest question and upload Proof of Purchase;
  - iv. RETAIN: **TRANSACTION RECEIPT & BANK TRANSACTION SLIP (original)** as Proof of Purchase.

- o Participant will receive an acknowledgement upon submission within 48 working hours.
  - o Each valid and complete entry must contain the following information:
    - i. Participant's particulars (as per NRIC);
    - ii. Clear image of transaction receipt and bank transaction slip as Proof of Purchase.
  - o By submitting entries in this Contest, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions.
  - o Note: Valid purchase worth RM15 and above (in a single transaction slip) will be given **ONE (1)** random serial number per entry (one entry per transaction slip regardless of the amount spent). (Note: serial number is for the Organiser reference/view only and will not be disclosed to the Participant).
- **How to Participate (2): via QR Code Scan**
    - o Scan the QR Code and follow browser instruction link to contest website
      - i. Register/Login on contest website;
      - ii. Take a photo of the Proof of Purchase and keep the Proof of Purchase;
      - iii. Answer the Contest question and upload Proof of Purchase (transaction slip);
      - iv. RETAIN: **TRANSACTION RECEIPT & BANK TRANSACTION SLIP (original)** as Proof of Purchase.
    - o Participant will receive an acknowledgement upon submission within 48 working hours.
    - o Each valid and complete entry must contain the following information:
      - i. Participant's particulars (as per NRIC);
      - ii. Clear image of transaction receipt and bank transaction slip as Proof of Purchase.
    - o By submitting entries in this Contest, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions.
    - o Note: Valid purchase worth RM15 and above (in a single transaction slip) will be given **ONE (1)** random serial number per entry (one entry per transaction slip regardless of the amount spent). (Note: serial number is for the Organiser reference/view only and will not be disclosed to the Participant).
6. Participant may send more than ONE (1) entry. Each ONE (1) transaction slip (with purchase of RM15 and above made using MyDebit ATM card) is eligible as ONE (1) entry. Each transaction slip can only be used once. Participants' entries will be disqualified if the same transaction slip is used for more than ONE (1) time.
7. Each Participant (if selected as a Winner) is only eligible to win ONE (1) Weekly Prize and/or ONE (1) Grand Prize during the Contest Period.

8. Prizes are not exchangeable for cash. The Organiser shall be entitled to replace the prizes with other prizes of the same value without prior notification at its sole and absolute discretion. The Organiser, 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.
9. Participant is required to provide valid identification document (Malaysian identification card or passport) during or prior to prize redemption for Participant/Winner verification process. Proof of Purchase which is faded, damaged, etc. will be deemed invalid and will be disqualified.
10. Winner will be selected based on the following process:
  - o Weekly Prize Winner(s) selection: At the end of the Weekly Period, eligible Participants will be randomly shortlisted by an automated selection system based on the total number of valid entries/ submission (for each stipulated Weekly Period) **["Selected Participant WP"]**.
  - o Grand Prize Winner(s) selection: At the end of the Grand Prize Period, eligible Participants will be shortlisted at random by an automated selection system based on the total number of valid entries /submissions during the entire Contest Period **["Selected Participant GP"]**.

### **Contest Prizes & Redemption**

- **Weekly Prizes (total 180 winners for the entire Contest Period):**
    - o **RM100 worth of Food Republic vouchers x 180 winners (Refer: Weekly Period)**
  - **Grand/First/Second/Third Prize:**
    - o **Grand Prize: iPhone 11 Pro (256gb) x 1 winner**
    - o **1<sup>st</sup> Prize: Apple Watch Series 6 each x 2 winners**
    - o **2<sup>nd</sup> Prize: Apple AirPods Pro each x 5 winners**
    - o **3<sup>rd</sup> Prize: RM200 worth of Food Republic vouchers each x 10 winners**
  - A total of one hundred and ninety-eight (198) Contest Prizes to be won.
  - Images of Contest Prizes shown in any promotional collaterals, advertisements, publications/websites and other materials relating to this Contest are for illustrative purposes only and may not depict the actual Contest Prize.
1. Prizes are subject to the terms and conditions set by the supplier (if applicable). To the extent permitted by law, the Organiser and its agents are not responsible for all liabilities, losses and damages arising from any deferment, cancellation, delay or changes to the prizes details or any unforeseen circumstances beyond the reasonable control of the Organiser and for any act or default by any vendor or third party supplier.

2. The Organiser 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.
3. The Organiser reserves the right to postpone the date and change the place/venue for prize redemption that has been determined to a later date or another place/venue in the event of any unforeseen circumstances.
4. The Organiser shall not be liable for any transportation costs in connection with the redemption and/or delivery of the prize. Any additional costs, duties, taxes and/or incidental expenses, costs, fees or charges imposed in respect of the prize collection are solely borne by the Winner.
5. The prize fulfillment will be subjected to the availability of these prizes. The Organiser will notify the Winner from time to time.
6. All decisions made by the Organiser 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, appeal or objection from the Participant shall not be entertained.
7. The Selected Participant (WP/GP) will be contacted by the Organiser based on the contact information supplied during their submission process.
8. After the end of Contest Period, in the event that the Selected Participant (WP/GP) cannot be contacted after three (3) attempts for three (3) consecutive days (during working hours, Monday to Friday) or Selected Participant (WP/GP) fails to answer the Contest question correctly, the Organiser reserves the right to disqualify the Selected Participant(WP/GP)'s eligibility and shall select the next qualified Participant as the Winner which may be selected in accordance to the absolute discretion of the Organiser.
9. Winner must claim their Contest Prizes on the specific date provided by the Organiser or within **TWO (2) months** after being notified by the Organiser (via SMS or any other communication channels). In the event the Winner (for Weekly Prize/Grand/First/Second/Third Prize) fails to claim their prize, the Organiser 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.
10. Winner that require a representative to claim their prize on their behalf must notify the Organiser at least TWO (2) days in advance from the specific collection date provided by the Organiser. Winner must ensure that their representative provides a letter of authorization issued and signed by the Winner, a

copy of the Winner's valid identification document, and the representative's valid identification document.

### **Rights of the Organiser**

1. By participating in this Contest, the Participant gives their consent to the Organiser to publish and use their names, and images submitted by the Participant/Winner (if any) for advertising, marketing, publicity and/or any other purpose in any medium, without any prior notice nor compensation to the Participant/Winner. Participant/Winner shall not be entitled to claim ownership or other forms of compensation on the materials.
2. The Organiser 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, any act of government not limited to movement control order or any other reason beyond control, the Organiser reserves the right, in its sole discretion, to revoke, terminate, modify, or suspend this Contest.
4. The Organiser at its sole discretion may remove and/or disqualify any Participant and/or entries if found 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 Organiser 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 the website [www.foodrepublic.com.my](http://www.foodrepublic.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 and conditions contained at [www.foodrepublic.com.my](http://www.foodrepublic.com.my) shall prevail. In the event there is inconsistency with the Malay language version, the English language version of the Terms and Conditions shall prevail.
8. By participating in the Contest, the Participant give their consent to the Organiser or any third party appointed by the Organiser 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 and all other costs, fees and/or any and all 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. The Organiser, its affiliates or authorized agents or representatives shall accept no liability or responsibility whatsoever for those costs/charges/fees/expenses incurred by the Participant in connection with this Contest.
10. The Organiser, its affiliates and/or authorized third parties shall accept no liability or responsibility for entries lost, damaged, delayed due to computer, IT or any technical error.

### **Liability and Responsibility**

1. Participant and Winner shall assume full liability and responsibility 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 Organiser 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 Organiser or any of its officer, employee, representative and / or agent (including, any third party agencies that deals with the Organiser 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 Organiser 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 Organiser and agrees unconditionally to the Terms & Conditions of this Contest and all decisions made by the Organiser.
4. The Organiser would like to alert the Participant to take reasonable precautions when receiving any phone calls or messages requesting for your personal information(s) during and/or after the Contest. The Organiser would also like to advise our valued participants to contact the Organiser for verification regarding to the Contest.

### **Privacy Notice**

1. By participating in this Contest, the Participant give their consent to and authorize to their respective bank to disclose to the Organiser , and authorize the Organiser 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 Organiser's website for advertising and publicity purposes.

2. By participating in the Contest, the Participant also give their consent and authorize the Organiser 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 Organiser at the contact details mentioned below by providing the Organiser 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 Organiser hold; and
  - c. The rights to correct inaccurate Personal Data.
4. Participant may refer to the Organiser's website Terms and Conditions at [www.foodrepublic.com.my](http://www.foodrepublic.com.my) or email the Organiser at [fr\\_marketing.my@breadtalk.com](mailto:fr_marketing.my@breadtalk.com) regarding any info pertaining to data protection or legal rights.
5. The Organiser will take reasonable precautions to keep Participant's Personal Data secure, and requires third party processors to do the same. However, the Organiser 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]**