

## **TERMS AND CONDITIONS**

### **Organizer & Qualifications**

1. The "**Wave & Menang! - MyDebit Je with your ATM card**" ("**Contest**") is jointly organized by 99SPEEDMART Sdn Bhd (519537-X) and Payments Network Malaysia Sdn Bhd (Company No.:200801035403(836743-D)) (collectively referred to as "**The Organizer**").
2. The Contest is open to all MyDebit Automated Teller Machine ("**ATM**") card members issued by financial institution in Malaysia and must be a permanent resident in Malaysia or a Malaysian citizen who has a valid identification card during the Contest Period ("**Participant**").
3. The Participant must be 18 years old and above and also have a valid account with any of financial institution in Malaysia and the account must be active with a good financial standing during the Contest Period until the redemption of prizes.
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 **1<sup>st</sup> July 2022 at 12.00 AM to 8<sup>th</sup> October 2022** at 11:59 PM (Malaysian Time) ("**Contest Period**").
6. Any entries received beyond the Contest Period will be rejected and deemed invalid.
7. Entries received outside each Weekly Contest Period will be deemed as invalid and will be disqualified. For example: transaction slip dated 1<sup>st</sup> July 2022 (Week 1 of the Weekly Contest Period) must be submitted on or before 10<sup>th</sup> July 2022. The said transaction slip is not eligible for the following Weekly Contest Periods ("**Weekly Contest Period**").
8. **Weekly Prize Schedule (14 Weeks) ["Weekly Contest Period"]:**
  - **Week 1: 1 Jul – 10 Jul 2022 (10 days);**
  - **Week 2: 11 Jul – 17 Jul 2022 (7 days);**
  - **Week 3: 18 Jul – 24 Jul 2022 (7 days);**
  - **Week 4: 25 Jul – 31 Jul 2022 (7 days)**
  - **Week 5: 1 Aug – 7 Aug 2022 (7 days);**
  - **Week 6: 8 Aug – 14 Aug 2022 (7 days);**
  - **Week 7: 15 Aug – 21 Aug 2022 (7 days);**
  - **Week 8: 22 Aug – 28 Aug 2022 (7 days);**
  - **Week 9: 29 Aug – 4 Sept 2022 (7 days);**
  - **Week 10: 5 Sept – 11 Sept 2022 (7 days);**

- **Week 11: 12 Sept – 18 Sept 2022 (7 days);**
- **Week 12: 19 Sept – 25 Sept 2022 (7 days);**
- **Week 13: 26 Sept – 2 Oct 2022 (7 days);**
- **Week 14: 3 Oct – 8 Oct 2022 (6 days).**

**Grand Prize Schedule (“Grand Prize Contest Period”):**

- **Contest Period: 1 Jul – 8 Oct 2022**

9. The Organizer reserves the right to change, extend or terminate the Contest Period (Weekly Contest Period or overall Contest Period) at its sole and absolute discretion with prior notice.
10. A minimum purchase of RM15 and above in all 99 Speed Mart outlets using MyDebit ATM Card (via contactless transaction) as the payment method, within the stipulated Weekly Contest Period (with a clearly printed receipt / transaction slip) will be eligible to participate and be considered as a valid entry in this Contest (**“Proof of Purchase”**).
11. All payment must be made using MyDebit ATM card (via contactless transaction) to be considered as eligible entry and submit the Proof of Purchase via any of the following contest submission methods stated in Clause 12 which to be made within the stated Weekly Contest Period.

**How to Participate**

12. Each entry must be accompanied by a Proof of Purchase made during the Weekly Contest Period at any 99 Speed Mart outlet that must be submitted via **WhatsApp** application OR via **Whoop! App** (downloadable via Play Store for Android OR App Store for iOS)
  - a) **How to Participate (1): via WhatsApp**
    - i. **Each valid and complete entry must** contain the following information:
      1. Take a photo of the Proof of Purchase;
      2. Answer the Contest question and provide the necessary info;
      3. RETAIN: **Proof Of Purchase (original)**.
    - Submit your entry via WhatsApp application to **011 1689 4543**;
    - Participant will receive a reply message (Contest questions, privacy notice);
    - **By submitting entries via WhatsApp, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions;**
    - Note: Valid purchase worth RM15 and above (in a single receipt / 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 Organizer reference/view only and will not be disclosed to the Participant).

**b) How to Participate (2): via Whoop app (downloadable via Play Store and App Store)**

- i. Register in Whoop App (one-time registration).
  - ii. Click on the 99 Speed Mart "**Wave & Menang! – MyDebit Je with your ATM card**" contest banner.
  - iii. Each valid and complete entry must contain the following information:
    1. Take a photo of the Proof of Purchase);
    2. Answer the Contest question and provide the necessary info;
    3. RETAIN: **Proof Of Purchase (original)**.
- Participant will receive a reply message (Contest questions, privacy notice).
  - By submitting entries via Whoop! App, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions.
  - 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 Organizer reference/view only and will not be disclosed to the Participant).
13. Participant may send more than ONE (1) entry. Every 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. The Participant entries will be disqualified if the same transaction slip is used for more than ONE (1) time.

**Winners' selection**

14. Winners will be selected based on the following:
- a)** Weekly prizes Winners Selection: At the end of Weekly Contest Period, the eligible Participant will be shortlisted by the automated selection system based on the number of valid entries eligible for that Weekly Contest Period (for example Week 1 entries will be randomly selected among the Week 1 eligible entries for Week 1 winners) [**"Selected Participants"**].
  - b)** For selection of Grand Prize winner: please refer to Clauses 23-24.
15. For the avoidance of any doubts, only Contest entry submitted within the Weekly Contest Period will be eligible to be in the running for prizes for that particular period. For example, Proof of Purchase dated 1<sup>st</sup> July 2022 will only be eligible for submission during the Week 1 and only be eligible to win prizes for that period. The Proof of Purchase is not valid for any subsequent Weekly Contest Period. Subsequent selection of winners for the following Weekly Contest Period will only made among the entries during that particular week only (refer to Clause 8).
16. Each Participant (if selected as a contest winner) is only eligible to win ONE (1) Weekly prizes and/or Grand Prize during the entire Contest Period.

17. All decisions made by the Organizer in relation to this Contest, including but not limited to, shortlisting, winner selection, prizes and forfeiture of prizes are final. Any correspondence or appeal will not be entertained. The selection of the winner is subject to the eligibility requirements and the criteria for participation specified at the Organizer's sole discretion.

**Prizes & Redemption**

18. The prizes provided for this Contest are as follows:

Types	Prizes	Total Winners
Grand Prize	Proton X70 1.8L TGD <sub>i</sub> Premium (exclude insurance / takaful, registration fees and road tax)	1
Weekly Prizes	99 Speed Mart cash voucher worth RM2,000 for each winner	300

19. For Weekly Prizes winners: If the Selected Participants cannot be contacted after **THREE consecutive attempts for three consecutive days** (weekdays, working hours, Mon – Fri) after the end of each Weekly Contest Period, the Organizer reserves the rights to contact the next Selected Participants from the randomized draw and declare this Selected Participants as a winner by going through the similar process.

20. A total of **three hundred and one (301)** prizes to be won.

21. Images of 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 prizes.

22. Participant is required to submit a valid identification document (Malaysian identification card or passport) during or before redeeming the prizes for the Participant/winner's verification purposes. Proof of Purchase which are unreadable/faded/damaged will be deemed invalid, ineligible and will be disqualified from this Contest.

23. Grand Prize winner selection: Weekly Prize Winners (a total of 300 winners) will automatically be eligible for the final event [**“Finalists”**].

24. The Finalists will need to attend the final event within the Klang Valley area to be in the running for the Grand Prize of ONE (1) Proton X70 1.8L TGD<sub>i</sub> Premium. The mechanic & terms and conditions for the selection of the Grand Prize winner and/or the final event will only be shared and revealed to the Finalists during the final event itself.

25. There will only be ONE (1) winner for the Grand Prize.

26. Prizes are subjected to the terms and conditions set by the automobile company or third-party prize supplier. In the fullest extent permitted by law, the Organizer and its agents shall not be liable for any loss, damages arising from any delay, cancellation, delay or alteration to the particulars of the prizes or any unforeseen circumstances beyond reasonable control faced by the Organizer and for any acts or omissions by any third-party vendors and suppliers.

27. The Organizer shall not be liable for any losses or damages which occur during the prizes redemption process. Prize(s) which are lost or damaged during the delivery process are not replaceable and the Organizer disclaims any obligations to neither replace nor fulfill these prizes.
28. Any other additional costs (for example: travel expenses) involved to redeem or to collect the Prize(s) shall be fully borne by the winner.
29. The Grand Prize must be registered under the winner's name and is nontransferable.
30. The Organizer reserves the right to postpone the date and place for prizes redemption that has been determined to a later date in the event of any unforeseen circumstances.
31. The Organizer shall not be liable for any transportation costs in connection with the redemption and / or delivery of the prizes. Any additional costs, duties, taxes and / or incidental expenses or charges imposed in respect of the prizes are solely borne by the winner.
32. The Prize fulfillment will be subjected to the availability these prizes which will be notified to winner from time to time.
33. All decisions made by the Organizer in connection with the Contest including but not limited to the selection of winner's and the prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
34. The Selected Participants will be contacted by the Organizer based on the contact information supplied during their submission process.
35. Winner must claim their prizes on the specific date provided by the Organizer after being notified by the Organizer (via SMS or any other communication channels). In the event the winner fails to claim their prizes or nominate a representative within the stipulated time, the Organizer reserves the right to forfeit the prizes and award the prizes to another winner. Winner must present a valid identification document to redeem/receive their prizes. All prizes for the Contest will be given after the end of Contest Period.
36. Winner that requires a representative to claim their prizes on their behalf must ensure that their representative provide a letter of authorization issued by the winner together with a copy of the winner's and the representative's valid identification documents.
37. Prizes cannot be exchanged for cash. The Organizer reserves the right to substitute the advertised prizes for the same value without prior notice at its sole and absolute discretion. The Organizer, its agencies, its affiliates, sponsors and representatives shall not be liable for any damaged prizes or misuse of any prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.

### **Rights of the Organizer**

38. 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.
39. The Organizer reserves the right to substitute the prizes with other prizes of equal value without prior notice.

40. 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, terminate, modify, or suspend this Contest.
41. The Organizer at its sole discretion may remove and/or disqualify any Participant and / or entries if found or suspected of cheating/hacking/tampering/manipulating with the Contest submission process, the operation of this Contest or in violation of any Terms and Conditions of the Contest.
42. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion without prior notice.
43. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at [www.99speedmart.com.my](http://www.99speedmart.com.my) or otherwise, shall also bind all Participant and their participation in this Contest.
44. 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 [www.99speedmart.com.my](http://www.99speedmart.com.my) shall prevail. If there is a conflict between these Terms and Conditions with the Malay version, the English version will prevail.
45. 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.
46. The Organizer, its affiliates, its agents or representatives shall not be liable for any costs / charges / fees / expenses incurred by the Participant in connection with this Contest. 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 Participant/winner.
47. 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**

48. 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 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.
49. 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.

50. By participating in this Contest, the Participant agrees to comply and agrees unconditionally to the terms & conditions of this Contest and all decisions made by the Organizer.
51. The Organizer wishes to remind Participants to take appropriate precautions when receiving any phone calls or messages requesting your personal information during and or after the Contest. The Organizer would also like to advise our Participants to contact the Organizer for confirmation regarding this Contest (if any doubt arises).

### **Privacy Notice**

52. By participating in this Contest, the Participant give their consent to 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.
53. By participating in this Contest, the Participant also gives consent and permission to the Organizers to share or collect their Personal Data including with third parties (if required) not limited to the Organizer’s agents or any financial institution in Malaysia. All such third parties are contractually required, not using the Participant’s Personal Data except in the manner set forth herein.
54. 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.
55. Participant may refer to the Organizer’s website Terms and Conditions at [www.99speedmart.com.my](http://www.99speedmart.com.my) or to call the Organizer’s helpline line during working hours, 9am-5pm, Mon - Fri at +603 7886 5886 for any info pertaining to data protection or legal rights.
56. 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.
57. 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]**