

TERMS AND CONDITIONS

Organiser & Qualifications

1. **"Wave & Win Contest" ("Contest")** is organized by OGN Group Sdn Bhd (Jimart) (No. Syarikat: 1026984-X) (**"The Organiser"**) in collaboration with Payments Network Malaysia Sdn Bhd (**"PayNet"**) (Company No.:200801035403 [836743-D]) (**"Prize Sponsor"**).
2. The Contest is open to (a) all MyDebit Automated Teller Machine ["ATM"] card members issued by a financial institution in Malaysia; (b) the individual must be a permanent resident in Malaysia or a Malaysian citizen who has a valid identification document during the Contest Period ["Participant"]; (c) the Participant must be 18 years old and above and have a valid account with any financial institution in Malaysia; and (d) the account must not be dormant and must be active with a good financial standing during the Contest Period as well as up to the redemption of prizes.
3. Individuals listed below are not eligible to participate in this Contest:
 - Employees of the Organiser and Prize Sponsor (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 and Prize Sponsor (including its associate and related companies), and their immediate family members (children, parents, siblings, spouses).

Contest Period & Entry Criteria

1. This Contest will commence from **24 March 2023 until 21 May 2023 at 11:59 PM** (Malaysian Time) (**"Contest Period"**). Any entries received beyond the Contest Period will be rejected and deemed invalid.
2. A minimum purchase of RM70 and above at any of the Jimart's outlets in a single receipt/transaction using MyDebit ATM card (via contactless transaction) as the payment method, within the stipulated Contest Period (with a clearly printed transaction slip) will be eligible for a maximum of 1 (ONE) entry per receipt [**"Proof of Purchase"**].
3. The Participant may send more than 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) entry. Geng Jimart (Jimart's Loyalty Program members) will be entitled for two (2) entries.
4. The Organiser reserves the right to amend and/or, extend the Contest Period.

5. Participant who has been selected as a 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.
6. The Proof of Purchase must be via of the methods stated below (How to Participate).

How to Participate

7. Participants can submit their entries via **WhatsApp** application (**“Contest Mechanism”**).
 - Submit your entry via WhatsApp application to **+6013 336 3999**
 - **Each valid and complete entry must** contain the following information:
 - i. A photo of the Proof of Purchase;
 - ii. Full Name;
 - iii. MyKad Number/ Passport Number;
 - iv. Contact Number;
 - v. **RETAIN: PROOF OF PURCHASE (original).**
 - Once submitted, participants will receive a reply message with information relating to privacy notice, contest question, participant's info).
 - By submitting entries via WhatsApp, the Participant is deemed to have read and agreed to the privacy notice set forth in these Terms and Conditions.
 - Note: Each Proof of Purchase submitted 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)
8. Participants are required to provide a valid identification document (Malaysian identification card) during or prior to prize redemption for the Winner verification process. Proof of Purchase which is faded, damaged, etc. will be deemed invalid and will be disqualified.

Contest Prizes & Redemption

- **Prizes (Total 126 prizes during the Campaign Period):**

Prizes	Category	No. of Winners
Honda Alpha Wave 110CC (not inclusive of insurance/ takaful, registration fee and road tax)	Grand Prize	One (1)
RM 1,000 Cash dan Igozo Elite Cooking Utensils set	1 st Prize	Two (2)
Panasonic 40" TV	2 nd Prize	Three (3)
Samsung Galaxy A23	3 rd Prize	Five (5)
Igozo Tiffin	4 th Prize	Forty (40)
Jimart voucher worth RM20	Consolations	Seventy-Five (75)

1. Images of Contest prizes shown in any promotional materials, advertisements, publicities and other materials relating to this Contest are for illustrative purposes only and may not depict the actual prizes.
2. 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.
3. The Organiser shall not be liable for any losses or damages which occur during the prize redemption process.
4. 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.
5. 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.
6. The prize fulfillment will be subjected to the availability of these prizes. The Organiser will notify the winner from time to time.
7. 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.
8. The winners will be contacted by the Organiser based on the contact information provided during their submission process.
9. After the end of the Contest Period, if the Selected Participant / Short Listed Participant cannot be contacted after THREE (3) attempts per day for three consecutive days ((during working days and hours, Monday - Friday) or fails to answer the question accurately, the Organizer has the right to disqualify the Selected Participant / Shortlisted Participant and the Organizer has the right to contact the Participant selected from the next random draw and declare the selected Participant as the winner at the absolute discretion of the Organizer.
10. Winner must claim their Contest prizes on the specific date provided by the Organiser or within **TWO (2) months** of being notified by the Organiser (via SMS or any other communication channels). In the event

the Winner fails to claim their prize or nominate a representative within the stipulated time, the Organiser 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.

11. Winner that requires 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's valid identification document, and the representative's valid identification document.

Winner Selection Criteria

1. Each Proof of Purchase submitted will be counted as one (1) entry into the lucky draw. For Geng Jimart (Jimart's loyalty program members), each Proof of Purchase submitted will be counted as two (2) entries.
2. Winners for the Grand Prize, First Prize, Second Prize and Third Prize, will be selected through a live lucky draw on Jimart's official Facebook page (<https://www.facebook.com/ilovejimart>) on 27 May 2023 at 8:00pm.
3. Winners for the Fourth and Consolation prizes will be selected through a lucky draw which will be conducted through a recording and the winner(s) will be announced on Jimart's official Facebook page (<https://www.facebook.com/ilovejimart>) on 27 May 2023.
4. Winners must claim their prize within Two (2) months from the notification date or the prizes will be forfeited.

Rights of the Organiser

1. By participating in this Contest, the Participant give 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. Prizes are not exchangeable for cash. The Organiser shall be entitled to replace the prizes with other prizes of the same value at its sole and absolute discretion. To the extent permitted by law, 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.
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.
6. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at the website <https://www.facebook.com/ilovejmart> 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 <https://www.facebook.com/ilovejmart> shall prevail. In the event there is inconsistency between the Malay and English language version of the Terms and Conditions, 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 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 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. To the extent permitted by law, 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. Participants as well as Winners 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 personal 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, Participant consents and authorizes the Organiser to use 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 <https://www.facebook.com/ilovejimat>. To call the Organiser's helpline line during working hours, 9am-5pm, Mon - Fri at **+6013 336 3999** for 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.

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