

**JOM BALIK KAMPUNG WITH SOGO, SOGO FOODGARDEN & MYDEBIT CONTEST**  
**24 March – 31 May 2023**  
**TERMS AND CONDITIONS**

**A. ORGANISER**

1. This Contest is organised by **SOGO (K.L) DEPARTMENT STORE SDN BHD** (Company No.: 195271-D) and **XINGPAO ENTERPRISE SDN BHD** (Company No.: 187551-T) (“**The Organiser**”) in collaboration with **PAYMENTS NETWORK MALAYSIA SDN. BHD.** (“**PayNet**”) (Company No.: 200801035403(836743-D)) (“**Prize Sponsor**”).

**B. CONTEST PERIOD**

1. “**Jom Balik Kampung bersama SOGO, SOGO FOODGARDEN & MyDebit**” Contest (“the Contest”) will run from 0:00:00am on **24<sup>th</sup> March 2023** to 23:59:59 pm on **31 May 2023** (“Contest Period”).
2. All entries received after the Contest Period shall not be entertained.
3. The Organiser reserves the right, at its absolute discretion, to vary, postpone, re-schedule and/or extend the Contest Period and/or cancel/terminate the Contest at any time without prior notice.

**C. ENTRY ELIGIBILITY**

1. This Contest is open to all cardholders of MyDebit Automated Teller Machine (“ATM”) cards issued by participating financial institutions in Malaysia (“the Customers”).
2. Only Customers who are Malaysian citizens and 18 years of age and above and have valid identification document (example: identity card) are eligible to participate in the Contest.
3. The Customers must also have an account with any of financial institutions in Malaysia which are valid, non-dormant and in good financial standing, during the Contest Period up until redemption of the Prizes.
4. The Customers shall comply with the eligibility requirement above in order to be an eligible Customers.
5. Directors, officers and employees as well as the parents, spouse and children of the Organiser and Prize Sponsor are not eligible to participate in the Contest.

**D. QUALIFYING CRITERIA**

1. Shop at any Organiser outlets with a minimum purchase of RM50 using MyDebit ATM contact or contactless transaction in a single receipt (for SOGO) and/or combined receipts (SOGO Foodgarden) only to be entitled to participate (eg 1 Transaction: 1 Entry).
2. The Customers must fill in details on the receipt form ("Contest Form") with the information as per below:
  - a. Full Name;
  - b. Identity Card Number;
  - c. Email Address;
  - d. Phone Number; and
  - e. Answer Contest question correctly.
3. Complete the Contest Form and submit it into the designated Contest box located at Customer Service Centre at SOGO Kuala Lumpur, 7th Floor; SOGO Central i-City, Shah Alam, Level 3; SOGO The Mall, Mid Valley SouthKey, Johor Bahru, 2nd Floor or mail to or Jom Balik Kampung Bersama Sogo & MyDebit, Marketing Communications Department, SOGO (K.L.) Department Store Sdn. Bhd., Kompleks SOGO, 190, Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur.
4. Late entries will not be eligible. No appeals will be entertained.
5. Cancelled purchase or refunded purchase is not valid to participate in the Contest at the Organiser absolute discretion.

#### **E. SELECTION OF WINNERS**

1. Winners will be chosen through random draws from a pool of total eligible entries which will be carried jointly by the Organiser and the Prize Sponsor at the end of Promotion Period. The selected winner will be contacted by Organiser through telephone/email to formalize the winning ("Shortlisted Winners").
2. 28 entries with the correct or closest answer will be selected for the Grand Final event which will be held at SOGO Kuala Lumpur.
3. In the event that the Organiser is unable to contact the Shortlisted Winners after three (3) attempts (i.e.no reply, telephone number not in service or no connection, etc), the Organiser reserves the right to select the next Shortlisted Winners in which to undergo the same process. The Organiser will not be held liable in the event the Shortlisted Winners cannot be contacted for whatsoever reasons.
4. Each Customers shall only win one (1) prize throughout the Contest Period, irrespective of the number of entries collected by the Organiser.
5. The Organiser shall notify the winners not later than Three (3) months from the end of the Contest Period and the Organiser shall announce and publish the names of the winners on their website.

6. All decisions made by the Organiser in relation to the Contest including but not limited to the shortlisting, selection of winners and forfeiture of the Prizes are final and conclusive. No further correspondence, queries or appeals shall be entertained.

## **F. PRIZES**

1. The Prizes for this Contest are :
  - Grand Prize: 1 x Perodua Aruz 1.5X Auto (excluding insurance & roadtax);
  - 2nd Prize : 1 x Perodua Bezza 1.3X Auto (excluding insurance & roadtax);
  - 3rd Prize : 1 x SOGO Gift Card worth RM10,000 each;
  - Consolation Prize: 25 x SOGO Gift Card worth RM1,000 each.
2. Unless otherwise specified in the Terms and Conditions herein, no substitution or replacement of, or modification to the Prizes requested by the winner will be permitted.
3. Exchange of Prizes for cash are not allowed.
4. The Organiser reserves the right to substitute or replace the Prizes offered in this Contest with another prize of similar value without prior notice.
5. No transfer of ownership for the Prizes are allowed.

## **G. THE PRIZES REDEMPTION**

1. Prizes are subject to the terms and conditions as stipulated by the supplier. To the fullest extent permitted by law, the Organiser/Prize Sponsor and their agents exclude their responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the Prizes details or any other unforeseen circumstances beyond the Organiser's reasonable control and for any act or default of any third party suppliers or vendors.
2. The Organiser reserves the right to substitute the Prizes with another prize of similar value without prior notice. All winners are not allowed to exchange the Prizes for cash.
3. Upon being informed of their win, winners are required to redeem their Prizes within the stipulated period given by the Organiser. Failure to do so will result in forfeiture and no refund will be given for any unclaimed Prizes. Subsequently, the next eligible winner will be selected.
4. The original legal identification document such as identification card must be presented for redemption of Prizes.
5. Winners must take the Prizes as it is.
6. The Prizes are not transferable, non-refundable and non-exchangeable for cash. The Organiser will not entertain any complaints on the quality and quantity of the Prizes after handing the Prizes to a winner.

7. The Organiser shall not be liable for any loss or damage that occurs to the Prizes during the delivery process. Any additional other costs (i.e. travel expenses & applicable taxes) involved to redeem or collect the Prizes are to be borne by the winner.
8. The Organiser reserves the rights to postpone the pre-determined date and venue of the Prizes redemption at a later date which shall be notified by the Organiser to the winner in case of any unforeseen circumstance from time to time.
9. Visual(s) of the Prizes shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not depict the actual colour of the Prizes.

#### **H. GENERAL TERMS**

1. By participating in this Contest, the Customers agree to release the Organiser and Prize Sponsor from any liability, losses, damages rights, and any kind of claims and actions resulting from the acceptance, possession, use or misuse of the Prizes, or any Prizes or the Contest related matters without limitation to injury, death, and property damage.
2. To the fullest extent permitted by applicable laws, the Organiser/Prize Sponsor offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Contest, the Prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the Prizes. For the avoidance of doubt, the Organiser is the sole party responsible for the Prizes, organizing and implementation of the Contest. Any queries relating to the Contest should be made directly to the Organiser.
3. The Organiser shall be entitled to amend, vary, delete or add to any of these Contest Terms and Conditions and/or substitute or replace the Prizes offered in this Contest with a similar valued prize and/or to modify, cancel, terminate or suspend the Contest 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 Customers as a result of the above. The Customers are advised to periodically check for updates of this Contest's Terms and Conditions at the Organiser's or the participating banks' websites.
4. The Organiser will not accept any responsibility for late or lost entries due to internet and/or other technical issues. Proof of submission is not proof of receipt.
5. No responsibility is accepted for ineligible entries or entries made fraudulently.
6. The Organiser retains the rights to forfeit the selected winners if any breach of the Terms and Conditions is found.
7. The Organiser reserves the right to disqualify any counterfeit entries, or entries suspected of being counterfeit at any time.

8. The Organiser reserves the right to cancel this Contest at any stage, if deemed necessary including any acts of government not limited to movement control order, and/or if any circumstance beyond its control arises
9. Winners may be required to have a photography and videography session. The Organiser reserves the rights to use these assets for promotional purposes.
10. The Organiser's decision is final. Complaints and enquiries will not be entertained.
11. All decisions made in relation to the Contest shall be final, conclusive and binding.
12. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Contest, these Terms and Conditions shall prevail.
13. In the event of a conflict in the interpretation of this Terms and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.
14. The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

#### **I. PRIVACY NOTICE**

1. By Participating in the Contest, the Customers give their consent to and authorize the Organiser/Prize Sponsor to collect, store, use, process their names, masked Identification Card numbers (IC) and other particulars ("Personal Data") for the purpose of running the Contest, including but not limited to announce and publish Personal Data and/or photos of the Customers at the Organiser's website for advertising and publicity purposes.
2. The Organiser may use a third party service including but not limited to Prize Sponsor/ participating financial institutions to process the Customers' Personal Data. All such third parties are contractually obliged, not to use the Customers' Personal Data in any other than way that stated herein.
3. By participating to this Contest, the Customers hereby agree for their respective banks to share and disclose their Personal Data to the Organiser/Prize Sponsor for the purpose related to the Contest.
4. Under the laws of Malaysia, the rights of the Customers 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 Customers' 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.

5. If the Customers wish to raise any Personal Data issue with the Organiser, or exercise any of their legal rights, please contact [www.sogo.com.my](http://www.sogo.com.my) or call 1300 88 7646.
6. The Organiser will take reasonable precautions to keep the Customers' Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Customers' Personal Data if required by law, search warrant, subpoena or court order.
7. All Personal Data relating to the Contest shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other relevant laws in Malaysia.

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