

## **LUCKY DRAW FOR CUSTOMERS - TERMS AND CONDITIONS**

### **1. Organiser & Qualifications**

1.1 “**Go Cashless, Win Big!**” (“**Contest**”) is jointly organized by J&T Express (Malaysia) Sdn Bhd (“J&T”) (Company No.: 201801001480 (1263493-K)) referred as (“**Organiser**”) and Payments Network Malaysia Sdn Bhd (“PayNet”) (Company No.: 200801035403 (836743-D)) (“**Sponsor**”).

1.2 The Contest is open to (a) all DuitNow QR users and MyDebit Automated Teller Machine (“**ATM**”) card members issued by a financial institution in Malaysia; and (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.

1.3 Individuals listed below are not eligible to participate in this Contest:

- Employees of the Organiser and Sponsor (including its associates, subsidiaries or related thereto) and their immediate family members (children, parents, siblings, including spouse); and/or
- Representatives, employees, the advertising agencies and/or promotional agencies of the Organiser and Sponsor (including its associated and related companies), and their immediate family members (children, parents, siblings, including spouse).

### **2. Contest Period & Entry Criteria**

2.1 This Contest will commence from **15 June 2024** at 12.00AM to **15 September 2024** at 11:59 PM (Malaysian Time) (“**Contest Period**”).

2.2 Recipient of Cash on Delivery (COD) parcels who use DuitNow QR or MyDebit ATM Card for COD payment within the stipulated Contest Period will be eligible for a maximum of **ONE (1) entry (auto enrolment/submission)** per air waybill (“**AWB**”).

2.3 The Participants are entitled to multiple entries to the Contest throughout the Contest Period if the criteria is fulfilled.

2.4 Any payment of Cash on Delivery (COD) parcels received beyond the Contest Period will not be eligible for this Contest.

2.5 The Organiser reserves the right to change or, extend the Contest Period at its sole and absolute discretion without prior notice.

### **3. How to Participate**

3.1 Participants will be automatically enrolled to the contest once payment is made by DuitNow QR or MyDebit ATM Card upon receiving Cash on Delivery (COD) parcels.

### **4. Prizes**

4.1 Contest Prizes ("Prizes"):

a) Grand Prize: Two (2) winners will each receive iPhone15 256GB;

b) 2nd Prize: Three (3) winners will each receive Oppo Find N3 Flip;

c) 3rd Prize: Three (3) winners will each receive Apple Watch;

d) Consolation Prize: Two hundred (200) winners will each receive 99Speedmart cash vouchers worth RM100 each;

e) Monthly Prize (June): Two hundred (200) winners will each receive 99Speedmart cash vouchers worth RM50 each; and

f) Monthly Prize (July): Two hundred (200) winners will each receive 99Speedmart cash vouchers worth RM50 each

4.2 A total of SIX HUNDRED AND EIGHT (608) Prizes to be won.

4.3 Images of 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 Prizes.

## 5. Winners Selection

- 5.1 Eligible Participants will be shortlisted at random by an automated selection system based on the total number of valid AWB during the entire Contest Period (“**Winners**”).
- 5.2 Winners for the Monthly Prize shall be eligible to win only ONE (1) Prize during the Contest Period and shall not qualify to be the winners for the next Monthly Prize. However, they will still be eligible for the Grand Prize / Second Prize / Third Prize / Consolation Prize contest if they fulfil the criteria.
- 5.3 The winners will be announced via Organiser’s social media accounts, according to the dates below:
- Monthly Prize: 26<sup>th</sup> of July & 26<sup>th</sup> of August 2024
  - Grand Prize / Second Prize / Third Prize / Consolation Prize: 26<sup>th</sup> of September 2024
- 5.4 Grand Prize / Second Prize / Third Prize Winners will be contacted by the Organiser based on the recipient’s contact information of the selected COD AWB. If Winner cannot be contacted after three (3) attempts for three (3) consecutive days (during working hours, Monday to Friday), the Organiser reserves the right to disqualify the Winner’s eligibility and shall select the next qualified Participant as the Winner, of which shall be selected at the Organiser’s absolute discretion.
- 5.5 Grand Prize / Second Prize / Third Prize Winner(s) are required to provide a valid identification document (Malaysian identification card or passport) during or prior to prize redemption for the winner verification process.

## 6. Prizes Redemption

- 6.1 Grand Prize / Second Prize / Third Prize Winner(s) must claim their 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(s) fails to claim their prizes, the Organiser reserves the right to forfeit the Prizes and award the prizes to another winner.
- 6.2 Grand Prize / Second Prize / Third Prize Winner(s) that requires a representative to claim their Prizes on their behalf must notify the Organiser at least **TWO (2) days** in advance from the specific collection date provided by the Organiser. The Winner(s) must ensure

that their representative provides a letter of authorization issued and signed by the Winner, as well as a copy of the Winner's valid identification document, and the representative's valid identification document.

- 6.3 99Speedmart cash voucher will be dispatched to winners based on the recipient's address information of the selected COD AWB. Winners will have their cash voucher dispatched within 3 weeks after winner's announcement date.
- 6.4 The Prizes are not exchangeable for cash. The Organiser and Sponsor can 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, Sponsor 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.
- 6.5 The values of the Prizes are accurate at the time of printing. The Organiser and Sponsor reserves the right to substitute any of the Contest Prizes with that of similar value at any time at their absolute discretion without prior notice.
- 6.6 The Prizes fulfilment will be subjected to the availability of these prizes. The Organiser will notify the Winners from time to time.
- 6.7 The Prizes are subject to the terms and conditions set by the supplier (if applicable). To the extent permitted by law, the Organiser and Sponsor 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 or Sponsor and for any act or default by any vendor or third party supplier.
- 6.8 The Organiser and Sponsor 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.
- 6.9 The Organiser and Sponsor 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, fees or charges imposed in respect of the prize collection are solely borne by the Winner.
- 6.10 Prize(s) which are lost or damaged during the delivery process are not replaceable and the Organiser and Sponsor disclaims any obligations to neither replace nor fulfil these Prizes.

6.11 All decisions made by the Organiser in connection with the Contest including but not limited to the selection of Winners and the Prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.

6.12 The Organiser and Sponsor will not assume responsibility or liability for the Prize / product / voucher / e-voucher and expressly excludes and rejects any statement, warranty or endorsement, implied or written, written or oral, regarding the product / voucher / e-voucher offered under this campaign, including but not limited to guarantees of quality, merchantability, fitness for a particular purpose or use, health and safety. Prize / products / vouchers / e-vouchers offered by the brand owner under terms and conditions as determined by the brand owner. Any dispute arising out of or relating to the Prize / product / voucher / e-voucher offered by the brand owner should be resolved by the user directly with the brand owner.

6.13 Unless stated otherwise, all transportation cost, internet charges, personal costs and/or all other costs, fees and/or any and all kind of expenses incurred by the Participants/Winners 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 Participants/Winners. The Organiser and Sponsor, its affiliates or authorized agents or representatives shall accept no liability or responsibility whatsoever for those costs/charges/fees/ expenses incurred by the Participants/Winners in connection with this Contest.

## **7. Rights of the Organiser / Sponsor**

7.1 By participating in this Contest, the Participants give their consent to the Organiser and the Sponsor to publish and use their names, and images submitted by the Participants/Winners (if any) for advertising, marketing, publicity and/or any other purpose in any medium, without any prior notice nor compensation to the Participants/Winners. The Participants/Winners shall not be entitled to claim ownership or other forms of compensation on the materials.

7.2 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, if required, without prior notice.

- 7.3 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 and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the Contest.
- 7.4 The Organiser and Sponsor reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion.
- 7.5 In addition to these Terms and Conditions, any other order or rules of the Contest as stated at [www.jtexpress.my](http://www.jtexpress.my) or otherwise, shall also bind all Participants and their participation in this Contest.
- 7.6 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.jtexpress.my](http://www.jtexpress.my) shall prevail. In the event there is inconsistency with the Malay language version, the English language version of these Terms and Conditions shall prevail.
- 7.7 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.
- 7.8 To the extent permitted by law, the Organiser and Sponsor, 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.

## **8. Liability and Responsibility**

- 8.1 The Participant(s) and Winner(s) 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 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.

- 8.2 To the fullest extent permitted by law, in no event the Organiser and Sponsor or any of its officer, employee, representative and / or agent (including, any third party agencies that deals with the Organiser or Sponsor 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 and Sponsor has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 8.3 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.
- 8.4 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.
- 8.5 These Terms and Conditions are governed by Malaysia laws and under the jurisdiction of the courts of Malaysia.

## **9. Privacy Notice**

- 9.1 By participating in this Contest, the Participants give their consent to and authorization to their respective bank to disclose to the Organiser and authorize the Organiser and Sponsor 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 and Sponsor's website for advertising and publicity purposes.
- 9.2 By participating in the Contest, the Participants 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.

9.3 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 via its website 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.

9.4 Participant may refer to the Organiser's website Terms and Conditions at [www.itexpress.my](http://www.itexpress.my).

9.5 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.

9.6 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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