

# CASHLESS KAW-KAW CONTEST TERMS AND CONDITIONS

## 1.0 About the Contest/Contest Period

- 1.1 The Cashless Kaw-Kaw Contest (“**Contest**”) organized by Pos Malaysia Berhad (199101019653 (22990-M)) (“**Organiser**”) in collaboration with Payments Network Malaysia Sdn Bhd (“PayNet”) (200801035403 (836743-D)) (“**Sponsor**”) will run from 1 February to 30 April 2024 (both dates are inclusive) (“**Contest Period**”).
- 1.2 The Organiser and/or Sponsor reserves the right to change, postpone, reschedule, or extend the Contest Period or terminate the Contest at its sole and absolute discretion as it deemed fit without prior notice or without assigning any reason.

## 2.0 Eligibility Criteria

- 2.1 The Contest is open to walk-in customers who spend a minimum of Ringgit Malaysia Twenty (RM20) in a single receipt using MyDebit ATM Card (your bank ATM card) or DuitNow QR as the payment method on Pos Malaysia’s products or services (“**Pos Products/Services**”) from any of Pos Malaysia Berhad’s outlets (“**Pos Outlets**”) during the Contest Period (“**Transaction**”) and fulfills the following criterias at the time of Contest Period:
  - (a) aged 18 years old and above at the time of Contest Period;
  - (b) must be a permanent resident in Malaysia or a Malaysian citizen who has a validly issued Government of Malaysia National Registration Identification Card (“**NRIC**”); and
  - (c) a valid account with any financial institution in Malaysia and must be active with a good financial standing during the Contest Period as well as up to the redemption of prizes;

Individuals that fulfills the above criteria shall be known as (“**Participant**”)

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

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

All products and services offered by the Organiser using MyDebit & DuitNow QR are applicable for this contest as Pos Selected Products/Services **EXCEPT** for transactions of Amanah Saham Nasional Berhad (ASNB) unit and banking services.

2.3 The Pos Outlets are:

- Post Offices
- Pos Laju Outlets
- Pos Laju Service Centres
- Pos Laju Kiosks
- Pos Laju Ezidrive-Thru
- Pos-On-Wheels

### 3.0 Mechanisms of Entry

- 3.1 For every RM20 transaction amount spent, customer will be entitled to one (1) entry. Transaction example as per below :

Transaction of Pos Laju prepaid products worth RM90 = 4 entries
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- 3.2 Participants may submit their details to participate in the Contest through scanning the QR code at the Pos counters or any Cashless Kaw Kaw Marketing Material along with the following details:
- a) provide personal details i.e. full name, NRIC number, handphone number, email address & Pos Malaysia invoice number; and
  - b) upload a clear and full picture of Pos Malaysia official invoice
- 3.3 All entries must be submitted within the Contest Period. Any entries received after the Contest Period shall be disqualified.
- 3.4 One (1) receipt entitles to one (1) submission of Contest entry only (“**Proof of Purchase**”). Participants are not allowed to submit multiple submission with the same receipt. Sample receipt as below:

Company Name : Pos Malaysia Berhad  
 Registration No : 199101019653 (229990-M)  
 Level 8, Pos Malaysia Headquarters  
 (SST Reg No. W10-1808-32000408)

GPO K LUMPUR (10641002)  
 WPKL

**INVOICE**

Customer Name and Address:  
 N/A

Date: xx/10/2022 09:31:59  
 Teller: xxxxxABCD

Product	Qty	Total RM
Maxis Telco Payment (Account Number: xxxxxxxxxxxx) (Receipt Number: xxxxxxxx)	1	xxx.xx
Sub Total		xxx.xx
SST		0.00
Total		xxx.xx
Rounding Adjustment		0.00
Total After Rounding		xxx.xx
Cash Tendered		xxx.xx
Grand Total		xxx.xx

Invoice No.  
 458-xxxxxxx-21-xxxxxxx-1

Contact us at AskPos [www.pos.com.my](http://www.pos.com.my)

Thank you for using PMB Service  
 Number one service provider in Malaysia  
 Please check out services and promotions  
 Official website  
<http://www.pos.com.my>

- 3.5 Participants may submit as many contest entry as they wish but each submission must be submitted with a different receipt reference number.
- 3.6 Participants must keep the original receipt(s) throughout the Contest Period as Participants are required to produce the receipts as proof of purchase for verification and prize redemption purposes.
- 3.7 The receipt must contain legible, clear and valid receipt number, name and/or logo of the Pos Outlets and description of the Pos Products/Services. Proof of Purchase which is faded or damaged will be deemed invalid and will be disqualified.
- 3.8 Failure to produce the original receipt and identification document upon request will result in disqualification and prize forfeiture.
- 3.9 The Organiser and/or Sponsor will not be responsible for entries for the Contest that cannot be processed due to technical or operational reasons.

- 3.10 The Contest submission will be considered invalid if the Participant sends a 'Disappearing Message' through the WhatsApp application and the receipt image disappears within the time specified set by the Participant.
- 3.11 The Organiser and/or Sponsor reserves the right to disqualify or reject, at its sole and absolute discretion, any entries:
- a) incomplete registrations or incomplete entries submission
  - b) in respect of receipts that are lost, misdirected, reprinted, duplicate, illegible, incorrect, unclear and/or damaged or contain inaccurate details;
  - c) that are inappropriate, incomplete or failed to comply with any of these Terms and Conditions, which includes, but not limited to, failure to meet Contest eligibility criteria or entry that contains obscene, libelous, racially disparaging, defamatory, harassing or threatening or unlawful content;
  - d) containing fraudulent information using false identity or other particulars with the intention to deceive or misrepresent; or
  - e) that breaches any applicable laws and/or regulations.

Any ineligible entry(s) submitted will be summarily disqualified and are non-appealable.

#### 4.0 Contest Prizes (“Prizes”)

- 4.1 There will be One Hundred and Seventy-Eight (178) lucky winners (“**Winners**”) throughout the Contest Period.
- 4.2 The Prizes offered are as follows:
- a) Main Prize

Category	No. of Winners	Prizes
Grand Prize	1	Cash RM50,000

b) Monthly Prizes

Category	No. of Winners/Month	Total Winners	Prizes
First Prize	1	3	Cash RM8,888
Second Prize	3	9	iPad Mini 256GB
Third Prize	5	15	Oppo Reno 11 Pro 5g 256GB
Consolation Prize	50	150	Petronas Gift Card worth RM100
<b>Total</b>	<b>59</b>	<b>177</b>	

- 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.
- 4.4 The Organiser and/or Sponsor reserves the right at its sole discretion to substitute any of the Prizes with other prizes with equal value at any time without prior notice. The Organiser and Sponsor shall not be liable for any loss or damage incurred, whether directly or indirectly, with regards to the substitution of Prizes.
- 4.5 Each Participant (if selected as a winner) is only eligible to win ONE (1) Prize during the Contest Period.
- 4.6 Entries will be accumulated at the end of the Contest Period for the Main Prize. Entries will be accumulated at the end of every month for Monthly Prizes.
- 4.7 Prizes are strictly not transferable, assignable, non-refundable, non-exchangeable, or redeemable and absolutely non-negotiable by the Participant in any other form or manner other than that specified by the Organiser.
- 4.8 The Organizer and Sponsor makes no warranties or representations whatsoever with respect to the condition, description, quality, fitness for purpose, content, suitability and value of the Prizes and shall not be responsible nor liable for any defects, deficiencies, errors, problems and/or damage thereto or arising there from.

- 4.9 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.
- 4.10 Winners shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption, collection and/or usage of the Prizes. The Organiser and Sponsor shall not be held responsible for any loss, damage or injury (including death), delay in any manner whatsoever suffered by the Winners as a result of the participation in the Contest and/or the use of the Prizes.
- 4.11 The Prizes must be claimed on the date and location that will be stipulated by the Organiser. The Organiser reserves the right to forfeit the Prizes if the Winners failed to claim the Prizes within stipulated duration and the Organizer shall not reimburse or compensate the Winner for such forfeiture. The Organizer shall not be obliged to give extension notice of the Prize collection period. Any cost relating to the collection of the Prizes will not be borne by the Organiser and/or Sponsor.
- 4.12 The Prizes fulfilment will be subjected to the availability of these prizes. The Organizer will notify the Winners from time to time.
- 4.13 Prizes must be claimed in person. Identification which includes NRIC which displays a photograph of the Winner will be required. In the event the Organizer agrees to post/courier a Prize to a Winner, the Organizer will not be held liable of

non-receipt or loss of Prize or damage caused during the delivery process. No replacement and/or exchange of Prize will be entertained.

- 4.14 Under special circumstances and subject to the absolute discretion of the Organizer, a Winner may nominate a designated representative to collect the Prize. The representative will be required to present a written authorization in the form required by the Organiser from the Winner and photocopy of Winner's NRIC (front & back).
- 4.15 All Prizes are collected, redeemed and accepted entirely at the risk of the Winner, and the Organizer excludes all warranties in connection with any Prize to the extent permitted by law.
- 4.16 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 Organizer or Sponsor and for any act or default by any vendor or third party supplier.
- 4.17 In the event that a Winner chooses not to accept a Prize, the Winner forfeit any and all Claims to that Prize, which will be dealt with according to the absolute discretion of the Organizer.
- 4.18 In the event the Organizer has a prize giving ceremony, the Winners are required to attend at his/her own cost and expense to attend the prize giving ceremony and collect the Prize. In the event the Winner is not able to attend the prize giving ceremony, the Winner must nominate a representative to be present at the prize giving ceremony to accept the Prize on his/her behalf otherwise the Winner is deemed to have forfeited the Prize and the Organiser shall entitled to select a new Winner.



- 4.19 The Organizer 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.

## 5.0 Eligibility of Winners

- 5.1 Eligible Participants will be shortlisted at random by an automated selection system based on the total number of valid entries / submissions during the Contest Period (“**Selected Participant**”). However, the Organiser reserves the right in its absolute discretion to vary or change the winner’s selection process without any prior notice to the Participants.
- 5.2 The Organiser will inform the Eligible Winners (“**Eligible Winners**”) via WhatsApp or any other communication channels for authentication and identity verification and ask one (1) simple question before being declared as a winner (“**Winner**”). The Organiser reserves the right to disqualify Eligible Winner(s) due to his/her failure to provide complete and accurate information, does not answer or incorrect answer to the Contest question.
- 5.3 In the event the Eligible Winners cannot be contacted after three (3) attempts for three (3) consecutive days (during working hours, Monday to Friday) i.e., no reply, telephone number not in service, no connection or not interested to be the Winners, the Organizer reserves the right to disqualify the Selected Participant’s eligibility and shall select the next qualified Participant as the Winner, of which shall be selected at the Organizer’s absolute discretion. The Organiser will not be liable if the Eligible Winners could not be reached or communicated with for any reason whatsoever.

- 5.4 The Selected Participants / Winners will be contacted by the Organizer / contest management based on the contact information provided during their submission process.
- 5.5 In addition, the Organiser reserves the right to disqualify any Participant that:
- a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; or
  - b) are unable to provide proof of eligibility to participate in the Contest for Pos Malaysia's verification as and when requested.

In the event of disqualification after the Prize is awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Winner.

- 5.6 The name of the Winners will be announced through the Organiser's website and official social media platforms. The selection and decision of the Organiser on the Winners shall be final, conclusive and binding on all Participants and shall not be contested nor disputed by the Participants. No further correspondence, appeals, protests or attempts to dispute the same would be entertained in any event whatsoever.

## **6.0 General**

- 6.1 By participating in this Contest, the participant agrees to be bound by these terms and conditions and the decisions of the organizers and judges. The Organiser reserves the right to change, delete, add or amend any part of the Terms and Conditions at its sole and absolute discretion as it deemed fit without prior notice

or without assigning any reason and it shall be binding to the Participants and the Winner(s).

- 6.2 By participating in this Contest, the Organiser reserves the right to publish and display the names and addresses of winners, photographs of winners and audio and/or visual recording for any mass media or marketing materials for advertising and publicity purposes without prior notice and/or compensation.
- 6.3 The Organiser's decision on all matters relating to the Contest shall be final, conclusive and binding. No further correspondence, appeals, protests or attempts to dispute the same would be entertained in any event.
- 6.4 The Organizer 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.
- 6.5 Any costs incurred by the participants or winners for transportation, accommodation, personal costs, fees and/or any other expenses related to this Contest are to be borne fully by participants or winners.
- 6.6 The Organiser and/or its directors, shareholders, members, affiliates and associates or subsidiaries are not liable for any loss or damage (including, no boundaries, loss of income, profits or granting, whether directly or indirectly, intentionally or unintentionally, damages consequential, exemplary, punitive or special) arising from contract, tort, negligence or any injury or disappointment suffered or otherwise, in connection with this Contest.

6.7 For the avoidance of doubt, any cancellation, revision, termination or suspension of the Contest by Pos Malaysia will not entitle the Participants or Winners to any claim or compensation against the Organiser for any and all loss or damage suffered or incurred by the Participants or Winners as a direct or indirect result of the act of cancellation, revision, termination or suspension of the Contest.

6.8 Participants are advised to regularly visit the official website of the Organiser at [www.pos.com.my](http://www.pos.com.my) from time to time for any changes or amendments in respect of this Contest.

## 7.0 Privacy Policy

7.1 By participating By participating in this Contest, the Participants give their consent to and authorization to their respective bank to disclose to the Organizer and authorize the Organizer 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 Organizer’s and Sponsor’s website for advertising and publicity purposes.

7.2 The Organiser and Sponsor respects the privacy of its customers and are committed to protect the privacy of every Participants. When the Participants provides personal information to participate in this Contest, the personal information will be included in the list of receiving news/notice of any promotional, brochures including the e-mail or sms for other information. "Identity Personal Information" refers to any information that can identify or used for contacting

purposes such as names, mailing addresses, telephone numbers and e-mail addresses.

- 7.3 By participating in the Contest, the Participants acknowledges and agrees that the Organiser and Sponsor may share the Participants personal information that has been received for products offering, promotion and services to the Participants.

## **8.0 Law and Jurisdiction**

- 8.1 By participating in this Contest, Participants acknowledges and agree that the participants will be bound by the Terms and Conditions of this Contest and the Terms and Conditions of this Contest shall be construed and governed in accordance to the Malaysian law.
- 8.2 By participating in this Contest, it shall be deemed to be as acceptance to the exclusive jurisdiction of the courts of Malaysia in respect of any or all of the disputes that may arise in relation to and pursuant to the Contest.