

MyDebit Je with your ATM Card at SOGO Foodgarden and WIN Contest
1 March – 31 May 2020
TERMS AND CONDITIONS

A. ORGANISER

1. **MyDebit Je with your ATM card at SOGO Foodgarden and Win contest (“the Contest”)** is organised by **XINGPAO ENTERPRISE SDN BHD (Company No.: 187551-T), (“The Organiser”)** in collaboration with **PAYMENTS NETWORK MALAYSIA SDN. BHD. (“PayNet’)** **200801035403 (836743-D) (“Prize Sponsor”)**.

B. CONTEST PERIOD

1. The Contest will run from 0:00:00am on 1st March 2020 until 31st May 2020 (“Contest Period”).
2. All entries received after the Contest Period will 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 the cardholders of MyDebit Automated Teller Machine (“ATM”) cards issued by participating MyDebit financial institutions in Malaysia (“the Customers”).
2. Only Malaysian Customers who are 18 years of age and above and have valid identification document (example: identity card o) are eligible to participate in the Contest.
3. The Customers must also have an account with any of participating MyDebit financial institutions which is 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. The Customers must spend a minimum of RM10 in a single receipt using the MyDebit ATM card via contactless transaction at SOGO Foodgarden Food Court located in SOGO KL only may be eligible to participate to this Contest.

2. One transaction in a single receipt of not less than RM10 may only qualify as one entry.
3. The Customers must complete the Contest Form which is available at any tenants counter at SOGO Foodgarden Food Court, SOGO KL and attach it with the original purchase receipt along with the original MyDebit receipt (collectively refer as “Contest Form”), with the following information:
 - a. Full Name:
 - b. Identity Card Number:
 - c. Email Address:
 - d. Phone Number; and
 - e. Answer Contest question correctly.
4. Complete the Contest Form and submit it into the designated Contest box located at 6th Floor Sogo Foodgarden Food Court, SOGO KL (next to the escalator landing area).
5. Only transactions using MyDebit ATM Card via contactless transaction within the Contest Period will be eligible for the Contest.
6. Entries must be sent on/before the last day/date of that particular Monthly Contest Period. Entries received outside each Monthly Contest Period will be deemed as invalid and will be disqualified. For example: Contest Form dated 1st March 2020 (Month 1 of the Monthly Contest Period) must be submitted on or before 31st March 2020. The said Contest Form is not eligible for the following Monthly Contest Period [“Monthly Contest Period”].
7. **Monthly Contest Period:**
 - i. **Month 1: 1st March 2020 – 31st March 2020;**
 - ii. **Month 2: 1st April 2020 – 30th April 2020;**
 - iii. **Month 3: 1st May 2020 – 31st May 2020.**
8. Late entries will not be eligible. No appeals will be entertained.
9. Cancelled purchase or refunded purchase are not valid for participation 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 out jointly by the Organiser and Prize Sponsor after the end of each Monthly Contest Period based on the number of entries eligible for that particular Monthly Contest Period (for example Month 1 entries will be randomly selected among the Month 1 eligible entries for Month 1 winner). The selected winner will be contacted by Organiser through telephone/email to formalize the winning (“Shortlisted Winners”).

2. For the avoidance of any doubts, only Contest Form submitted within the particular Monthly Contest Period will be eligible to be in the running for the Prizes for that particular period. For example, Contest Form dated 1st March 2020 will only be eligible for submission during the Month 1 and only be eligible to win Prizes for that period. That Contest Form is not valid for other period. Subsequent selection of winners for the following Monthly Contest Period will only made among the entries during that particular month only.
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 to undergo the same process. The Organiser will not be held liable in the event the Shortlisted Winners cannot be contacted for whatever 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 45 days from the end of the Contest Period and the Organiser shall announce and publish the names of the winners on their websites.
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 is final and conclusive. No further correspondence, queries or appeals shall be entertained.

F. PRIZES

1. The Prizes for this Contest:
RM200-00 SOGO Gift Card per winner, 40 winners per month (x 3 months).
2. The Prizes cannot be transferred.
3. The Organiser reserves the right to substitute or replace the Prizes offered in this Contest with a similar valued price with the prize with another item of similar value without prior notice.

G. THE PRIZES REDEMPTION

1. Prizes are subject to the terms and conditions as stipulated by the Prizes 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. All Prizes will be given after the end of Contest Period.

3. The Organiser reserves the right to substitute a prize with another prize of similar value without prior notice.
4. All winners are not allowed to exchange the Prizes for cash.
5. Upon being informed of their win, winners are required to redeem their Prizes within the stipulated time provided by the Organiser. Failure to do so will result in forfeiture and no refund will be given for any unclaimed Prizes. A replacement winner will be selected.
6. The original legal identification document such as identification card must be presented for collection of Prizes.
7. Winners must take the Prizes as it is.
8. The Prizes are 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 prize to a winner.
9. The Organiser shall not be held 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.
10. 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.
11. 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 this Contest related activities taking into account, without limitation, 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.

4. The Organiser does 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 disqualify the selected winners if any breach of the Terms and Conditions is found.
7. The Organiser reserves the right to reject or disqualify 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, and/or if any circumstance beyond its control arises.
9. Winners shall 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 announcing and publishing Personal Data and/or photos of the Customers at the Organiser's website for advertising and publicity purposes.

2. By participating to this Contest, The Customers also authorize and give consent to their respective banks to share their Personal Data to the Organiser/Prize Sponsor for the purpose of carrying out this Contest (if any).
3. The Organiser may use a third party service including but not limited to Prize Sponsor/ participating MyDebit Financial Institutions to process the Customers' Personal Data. All such third parties are contractually obliged, not to use the Customers' Personal Data in any way other than as stated herein.
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 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.

[END]