

**MyDebit Je with your ATM Card & Win Contest (“the Contest”)  
(1<sup>st</sup> November 2020 – 31<sup>st</sup> December 2020)**

**TERMS AND CONDITIONS**

**A. ORGANISER**

1. This Contest is organised by **MR D.I.Y. GROUP (including Mr DIY, Mr Toys, & Mr Dollar) (Company No: 918007-M) (“The Organiser”)** in collaboration with **PAYMENTS NETWORK MALAYSIA SDN. BHD. (“PayNet”) (Company No.836743-D) (“Prize Sponsor”)**.
2. **MyDebit Je with Your ATM Card & Win** contest (“the Contest”) will run from 0:00:00am on 1<sup>st</sup> November 2020 to 23:59:59pm on 31<sup>st</sup> December 2020 (“Contest Period”) and any entries received after the Contest Period will not be entertained by the Organiser. The Organiser reserves all their exclusive rights, at its absolute discretion, whether to vary, postpone, re-schedule and/or extend the Contest Period and/or cancel/terminate the Contest at any time without prior notice.

**B. ENTRY ELIGIBILITY**

1. This Contest is only open to the cardholders of Automated Teller Machine (“ATM”) MyDebit Cards issued by participating MyDebit financial institutions in Malaysia (“the Customers”). Only Customers who are Malaysian Citizens that have attained the age of 18 years old and above with a valid identification document (example: identity card) are eligible to participate in the Contest.
2. The Customers who participate in the Contest must also have an account with any of the MyDebit participating banks which must be valid, non-dormant and in good financial standing during the Contest Period up until redemption of the prizes.
3. Shareholders, directors, officers, employees of the Organiser and Prize Sponsor including their associated/affiliated companies and their immediate family members (spouse, children, parents, siblings) and/or representatives, employees and/or servants of any agencies of the Organiser and Prize Sponsor and immediate families are not eligible to participate in the Contest.

## **C. QUALIFYING CRITERIA**

1. Purchase minimum of RM30 from any of the Mr D.I.Y GROUP outlets in a single receipt/transaction using the MyDebit ATM card contactless as mode of payment to participate in the Contest.
2. Keep original receipt and bank transaction slip for verification purposes (“Proof of Purchase”).
3. Multiple entries are permitted but each participant may only win one of the prizes.
4. Each Proof of Purchase entitles the Customers to one (1) entry ONLY.
5. The Customers must scan the given QR code and require to answer 1 simple question in the Google form as per below:  
(<https://bit.ly/3jWKAuo>)
  - Full Name;
  - Identity Card Number;
  - Email Address;
  - Phone Number;
  - Transaction Slip (MID Number);
  - Purchase Amount Made.
6. Complete the Google form as above mentioned and submit it accordingly.
7. Only the Customers who making their transactions using the MyDebit ATM card via contactless transaction at any of the Mr D.I.Y GROUP outlets within the Contest Period will be eligible for the Contest.
8. Any incomplete, inaccurate and/or incorrect details and/or incorrect answer given by the Customers will be disqualified from the Contest.
9. Any late and invalid entries will not be eligible and will be rejected by the Organiser at their absolutely discretion and no appeals will be entertained.
10. Any cancelled purchase or refunded purchase are not valid or will be disqualified from participation in the Contest.

## **D. SELECTION OF WINNERS**

1. Winners will only be chosen through a random draw carried out jointly by the Organiser and the Prize Sponsor from the pool of total eligible entries. Only the selected winners will be notified via the telephone numbers provided by the

Customers. The Organiser reserves its right, at its absolute discretion, whether to change, revise, delay or even postpone the draw and/or the notification date of the Contest without any prior notice.

2. If there shall be any reason (no reply, telephone no. provided not in service, no network connection etc) where the shortlisted winners cannot be reached after three (3) attempts were made by the Organiser, the Organiser shall be at its absolute discretion to forfeit the prize. The Organiser shall not be held liable or responsible for whatsoever reason in the event where the winner cannot be contacted. The Organiser shall have absolute discretion and reserves the right to select an alternate winner who will be then subject further to the same rules as herein stipulated.
3. Each participant shall only win one (1) prize throughout the Contest Period irrespective of the number of entries collected by the Organiser.
4. 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 websites.
5. 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 and no further correspondence, queries or appeals will be entertained by the Organiser.
6. Winner selection- the grand prize will be divided by two of the total entries. The 5 entries in front of the divided number will be taken as a backup for the grand prizes. As of first prizes, the total entries deduct 6 entries (grand prize and the backup selected earlier) to ensure no duplication. The deducted number to divided by number of prizes. The same method to choose for second prizes ,third prizes and remaining consolation prizes. (Example: total entries= 1000. Grand prize:  $1000/2= 500$ . 499,498,497,496 and 495 will be grand prize winner backup. First prizes:  $994/18= 55$ . So, 55, 385 and 715 will be first prize winners while 110, 165, 220, 275, 330, 440, 495, 550, 605, 660, 770, 825, 880, 935, 990 will be first prize backup winners)

## **E. PRIZES**

1. The Prizes for this Contest are:
  - Grand Prizes: 1 x Honda HRV 1.8L E (*excluding registration, insurance & road tax*).

- 1<sup>st</sup> Prize: 3 x Yamaha Y15ZR (*excluding registration, insurance & road tax*).
  - 2<sup>nd</sup> Prize: 5x iPhone 12 Pro Max 128GB.
  - 3<sup>rd</sup> Prize: 10x Samsung 50" TU8500 4K UHD Smart TV.
  - Consolation Prize: 340 x RM200 MR.DIY Cash Voucher.
2. Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the prizes requested by the Customers will be permitted or entertained by the Organiser.
  3. The Organiser reserves all its rights whether to substitute or replace the prizes offered in this Contest with another item of similar valued price without any prior notice.

#### **F. THE PRIZES REDEMPTION**

1. The 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. Winners are required to redeem their prizes within ONE (1) month from the date of notification. Failure to do so will result in forfeiture and no refund will be given for any unclaimed prizes. A replacement winner will be selected at the absolute discretion of the Organiser.
3. The original identification card must be presented for collection of prizes. Grand, first, second and third prize winners are compulsory to attend the prize giving ceremony to redeem the prizes. Consolation prizes will be sent to winners via courier service 1 month from post winner announcements.
4. Winners must take the Prizes "as is" basis. 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 prize to a winner.
5. The Organiser shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any additional costs (i.e. not limited to travel expenses and applicable taxes) involved to redeem or collect the prizes are to be borne solely by the winner.

6. The Organiser reserves the rights to postpone the pre-determined date and venue of the prizes redemption at any later date and which shall then be notified by the Organiser to the winner in case of any unforeseen circumstances.
7. 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.
8. Prizes redemption are subject on the availability of the prizes and shall be informed by the Organiser from time to time.
9. The Organiser reserves the right to substitute the advertised prizes with a prize of the same value without prior notice at its sole and absolute discretion. The Organiser, its agencies, its affiliates, sponsors and representatives shall not be liable for any damaged relating to the prizes or misuse of the prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.

## **G. GENERAL TERMS**

1. By participating in this Contest, the Customers agree to release the Organiser, the Prize Sponsor, their representatives, employees, directors, officers, agents, affiliates, parent and subsidiaries from any liability, losses, damages rights, injuries and any kind of claims in connection with the Contest and actions resulting from the acceptance, possession, use or misuse of the prizes, or any prizes-related activities taking into account, without limitation, personal injury, death, property damage and any claims based on publicity rights, defamation or invasion of privacy.
2. The Organiser/Prize Sponsor and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion, and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for:-
  - I. any disruption, network congestion, malicious virus attacks, unauthorized data hacking, data corruption and server hardware failure or otherwise; any technical errors, whether due to inaccessibility of internet network
  - II. any telephone, electronic, hardware or software program, network, internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation, the incorrect or inaccurate capture of entry information online;

- III. any late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to e-mails;
  - IV. any failure, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed on the computer transmissions;
  - V. any condition caused by events beyond the control of the Organiser that may cause the Contest to be disrupted or corrupted;
  - VI. any injuries, losses, or damages of any kind arising in connection with or as a result of the gift, or acceptance, possession, or use of the prize, or from participation in the Contest;
  - VII. any acts of government not limited to movement control order or any other reason beyond the Organiser control;
  - VIII. any printing or typographical errors in any materials associated with the Contest.
3. Participation in the Contest constitutes the participant's full and unconditional agreement to the acceptance of all terms and conditions including any revisions/amendments/decisions made by the Organiser/Prize Sponsor at their absolute discretion without any prior notice.
4. To the fullest extent permitted by applicable laws, the Organiser/Prize Sponsor offer 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.
5. 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 (Clause E above) 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.

6. The Organiser does not accept any responsibility for late or lost entries due to internet and/or other technical issues. Proof of sending is not proof of receipt.
7. The Organiser reserves all their exclusive right whether to reject, amend or vary on any entries as which the Organiser deemed incorrect, incomplete, suspicious, invalid or where the Organiser has reasonable ground to believe it is against the law, public policy or involved fraud.
8. The Organiser retains the rights to forfeit the prize from the selected winners if any breach of the Terms and Conditions is found. The Organiser reserves the right to disqualify counterfeit entries, or entries suspected of being counterfeit at any time.
9. The Organiser reserves the right to cancel this contest at any stage if they deemed fit or necessary, and/or if there shall be any circumstance arises beyond its reasonable control or against the public policy.
10. The Organiser reserves the right to cancel or award the prize(s) to the winner(s) and companion(s) if he or she is/are found to be under the influence of alcohol, drugs of any kind, behave(s) in an offensive, uncontrollable, disorderly manner that may tarnish the name or the products/services of the Organiser or its affiliates, representatives and agencies associated in the Contest.
11. The Organiser/Prize Sponsor will not be liable for taxes or any of similar kind, if any, on the prize(s) and it will be the sole responsibility of the winner(s).
12. Winners are required to be photographed and appear in a video shoot during the prize giving ceremony and the Organiser/Prize Sponsor reserves the right to publish, display information including but not limited to the names, photographs, videos of all Winners for marketing, advertising, publicity purposes or in any manner it deems appropriate with no monetary payment.
13. All decision made by the Organiser/Prize Sponsor shall be final, conclusive and binding. Complaints and enquiries will not be entertained.
14. 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.
15. The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction to the courts of Malaysia.

## H. 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' website for advertising, publicity purposes and in any manner it deems fit with no compensation.
2. The Organiser/Prize Sponsor may use a third party service including but not limited to MyDebit financial institution 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 in the Contest, the Customers give their consent to and authorize the Organiser/Prize Sponsor to collect their Personal Data on their behalf from the Customers' bank for the purpose of running the Contest including but not limited to validating and shortlisting of the winner.
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 address 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. The Customers may refer to the Organiser's website at [www.mrdiy.com](http://www.mrdiy.com) or call the Organiser's helpline line at 603-8961 1338 from 9:00am – 6:00pm, Monday – Friday for any info pertaining to data protection or legal rights.
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. 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 other relevant laws in Malaysia.

**Declaration**

By my participation in the Contest I hereby understand that my personal information will be processed for the purpose of this Contest and to be used in the manner as described above.

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