

TERMS AND CONDITIONS

Organizer & Qualifications

1. **“Wave & Win With MyDebit Card” (“Contest”)** is jointly organized by **QL Maxincome Sdn Bhd** (Company No:199601010973 (383322-D)) referred as (**“Organizer”**) and Payments Network Malaysia Sdn Bhd (**“PayNet”**) (Company No.: 200801035403 (836743-D)) (**“Partner”**).
2. The Contest is open to (a) all MyDebit Automated Teller Machine (**“ATM”**) card members issued by a financial institution in Malaysia; (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.
3. Individuals listed below are not eligible to participate in this Contest:
 - Employees of the Organizer and Partner (including its associates, subsidiaries or related thereto) and their immediate family members (children, parents, siblings, including spouse); and/or
 - Representatives, employees and/or the advertising agencies or promotional agencies of the Organizer and Partner (including its associated and related companies), and their immediate family members (children, parents, siblings, including spouse).

Contest Period & Entry Criteria

1. This Contest commences from **1 September 2024** at 12.00AM to **30 November 2024** at 11:59 PM (Malaysian Time) (**“Contest Period”**).
2. A minimum purchase of RM20.00 and above in a single receipt at any of FamilyMart outlets using MyDebit Card (your bank ATM card) as the payment method, within the stipulated Contest Period (with a clear printed bank transaction slip) will be eligible for a maximum of **ONE (1)** entry per receipt (**“Proof of Purchase”**).
3. The Participant may send more than ONE (1) entry. Each Proof of Purchase can only be used once. The Participant’s entries will be **immediately disqualified** if the same Proof

of Purchase is found to have used for more than ONE (1) entry. If more than one (1) Participant is found to be using the same Proof of Purchase to enter the Contest, both Participants will be **immediately disqualified**.

4. The Proof of Purchase must be submitted within the Contest Period via any of the allowed methods stated below in this Terms and Conditions (refer to "*How to Participate*").
5. The Participant is required to submit entries with Proof of Purchase within the Contest Period.
6. Any entries received beyond the Contest Period will be rejected and deemed invalid.
7. Purchase transactions are subject to Halal products and goods only.
8. Contest Prizes ("**Prizes**"):
 - Monthly Prize: Three (3) winners per month x Ringgit Malaysia Five Thousand (RM5,000) each
 - Weekly Prize: Fifty Five (55) winners weekly x FamilyMart's Voucher worth Ringgit Malaysia Two Hundred (RM200.00) each.
9. A total of SEVEN HUNDRED AND TWENTY FOUR (724) Contest Prizes to be won.
10. 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.
11. The Organizer reserve the right to change or, extend the Contest Period at its sole and absolute discretion with prior notice.

How to Participate

- Participants can submit their entries via QR code to a Contest Form link.
 - Each valid and complete entry must contain the following information:
 - i. a photo of the bank receipt / bank transaction slip as Proof of Purchase;
and
 - ii. RETAIN: PROOF OF PURCHASE (original).

- iii. Answer ONE (1) simple question
- Submit your entry via QR code or to:
<https://www.surveymonkey.com/r/waveandwin>
- By submitting entries via the QR Code, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions.

12. Any incomplete registrations or incomplete entries submission will be disqualified from the Contest.

13. Winners are only eligible to win up to ONE (1) Weekly Prizes per contest week (13 weeks in total) during the entire Contest Period.

- Contest Submission Period:
 - Week 1: 01 Sept– 8 Sept 2024
 - Week 2: 9 Sept – 15 Sept 2024
 - Week 3: 16 Sept – 22 Sept 2024
 - Week 4: 23 Sept – 29 Sept 2024
 - Week 5: 30 Sept – 6 Oct 2024
 - Week 6: 7 Oct – 13 Oct 2024
 - Week 7: 14 Oct – 20 Oct 2024
 - Week 8: 21 Oct – 27 Oct 2024
 - Week 9: 28 Oct – 3 Nov 2024
 - Week 10: 4 Nov – 10 Nov 2024
 - Week 11: 11 Nov – 17 Nov 2024
 - Week 12: 18 Nov – 24 Nov 2024
 - Week 13: 25 Nov – 30 Nov 2024

14. Each Participant (if selected as a winner) is only eligible to win ONE (1) Prize during the Contest Period.

Winners Selection

15. The winner(s) will be selected based on the following process (“**Winner**”):

- Selection of the Winners will be conducted by the Organizer based on skill, originality, and creativity. Each participant can only win ONE (1) prize only during the Contest Period.
- Selected participants will be announced on the Organizer’s social media channel(s). Winners must reach out to the Organizer within one (1) week from the date of such announcement on the relevant social media. If the selected participant does not reach

out within the stipulated time, the Organizer may attempt to contact the selected participant. If the selected Participant cannot be contacted by the Organizer after three (3) attempts for three (3) consecutive days (during working hours, Monday to Friday), the Organizer shall be entitled 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.

16. The selected Participants / Winners will be contacted by the Organizer based on the contact information provided during their submission process.

17. The Winners are required to provide a valid identification document (Malaysian identification card or passport) during or prior to prize redemption for the winner verification process. Proof of Purchase which is faded or damaged will be deemed invalid and will be disqualified.

Prizes Redemption

18. The Winner(s) must claim their Prizes on the specific date provided by the Organizer or within **TWO (2) months** after being notified by the Organizer (via email or any other communication channels). In the event the Winner(s) fails to claim their prizes, the Organizer reserves the right to forfeit the Prizes and award the prizes to another winner.

19. The Winner(s) that requires a representative to claim their Prizes on their behalf must notify the Organizer at least **TWO (2)** working days in advance from the specific collection provided by the Organizer. 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.

20. The FamilyMart Vouchers are not exchangeable for cash. The Organizer and/or Partner can replace the Prizes with other prizes of the same value at its sole and absolute discretion. To the extent permitted by law, the Organizer, its agencies, affiliates, Partner 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.

21. The values of the Prizes are accurate at the time of printing. The Organizer and Partner 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.

22. The Prizes fulfilment will be subjected to the availability of these prizes. The Organizer will notify the Winners from time to time.
23. The Prizes are subject to the terms and conditions set by the Organizer (if applicable). To the extent permitted by law, the Organizer and Partner 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 Partner and for any act or default by any vendor or third party supplier (if applicable).
24. The Organizer and Partner 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.
25. The Organizer and Partner 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.
26. Prize(s) which are lost or damaged during the delivery process are not replaceable and the Organizer and Partner disclaims any obligations to neither replace nor fulfil these Prizes.
27. All decisions made by the Organizer 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.
28. 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 Organizer and Partner, 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.

Rights of the Organizer / Partner

29. By participating in this Contest, the Participants give their consent to the Organizer and the Partner 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.
30. 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 Organizer reserves the right, in its sole discretion, to revoke, terminate, modify, or suspend this Contest, if required, without prior notice.
31. 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 Organizer reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the Contest.
32. 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.
33. The Organizer and Partner reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion.
34. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at <https://www.familymart.com.my/promotions.html> or otherwise, shall also bind all Participants and their participation in this Contest.
35. 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 <https://www.familymart.com.my/promotions.html> shall prevail. In the event there is inconsistency with the Malay language version, the English language version of these Terms and Conditions shall prevail.

36. By participating in the Contest, the Participant give their consent to the Organizer or any third party appointed by the Organizer to process the Participant's personal data for the purposes of this Contest.
37. To the extent permitted by law, the Organizer and Partner, 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.

Liability and Responsibility

38. 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 Organizer and its agencies from any claim whatsoever for any injury, accident, loss of life nor loss of economy and others.
39. To the fullest extent permitted by law, in no event the Organizer and Partner or any of its officer, employee, representative and / or agent (including, any third party agencies that deals with the Organizer or Partner 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 Organizer and Partner has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
40. By participating in this Contest, the Participant agrees to comply with all the decisions made by the Organizer and agrees unconditionally to the Terms & Conditions of this Contest and all decisions made by the Organizer.
41. The Organizer 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 Organizer would also like to advise our valued participants to contact the Organizer for verification regarding to the Contest.
42. These Terms and Conditions are governed by Malaysia laws and under the jurisdiction of the courts of Malaysia.

Privacy Notice

43. 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 Partner 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 Partner's website and/or social media channel(s) for advertising and publicity purposes.
44. By participating in the Contest, the Participants also give their consent and authorize the Organizer 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.
45. 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 Organizer via its website mentioned below by providing the Organizer 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 Organizer hold; and
 - c) The rights to correct inaccurate Personal Data.
46. Participant may refer to the Organizer's website Terms and Conditions at <https://www.familymart.com.my/promotions.html>.
47. The Organizer will take reasonable precautions to keep Participant's Personal Data secure and requires third party processors to do the same. However, the Organizer and/or the Partner may disclose the Participant's Personal Data if required by law, search warrant, subpoena or court order.
48. 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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