



Campaign : Rancarkan Undian dengan ABPBH

Terms and Conditions

1. Definition

- a. **“ABPBH/ABPBH32”** is an acronym for 32nd Anugerah Bintang Popular Berita Harian, an award show that celebrates the most popular Malaysian celebrities voted by the public. The organizer of the award show is Media Prima Berhad.
- b. **“ABPBH32 Nomination List”** is the list of nominated celebrities which can be found in ABPBH’s website at <https://www.abpbh.com.my/>
- c. **“Additional Terms and Conditions”** means the terms and conditions that govern the promotion as determined by the Participating Banks (if any).
- d. **“DuitNow”** means a service that allows bank customers to transfer money instantly and securely using the recipient’s mobile phone number, MyKad number, passport number, Army/Police number or Business Registration Number.
- e. **“DuitNow ID”** means mobile number, MyKad number, Police/Army number, passport number or Business Registration Number that has been registered with a Participating Bank to enable a person to use DuitNow. For the purpose of this Promotion, the DuitNow ID is the mobile numbers tied to the celebrities nominated in the ABPBH32.
- f. **“DuitNow Transaction”** means the successful funds transfer of RM 0.50 cents to a DuitNow ID listed in the ABPBH32 Nomination List. The DuitNow Transaction is to be carried out during the Promotion Period through any preferred Internet or mobile banking of the Participating Banks.
- g. **“Organizer”** means Payments Network Malaysia Sdn. Bhd. (Company No.836743-D).
- h. **“Participating Banks”** means the list of Banks as set out in Table 1 below.
- i. **“Prizes”** means the prizes set out in Clause 4 below.
- j. **“Transaction Period”** means the DuitNow Transaction which takes place from 15 July 2019 -14 August 2019.

2. Promotion Period

- a. The Promotion shall run from 00:00 hours (GMT+8) from 15 July 2019 until 23:59 (GMT+8) hours to 14 August 2019 (both dates inclusive) (**“Promotion Period”**).

3. Eligibility and Qualifying Criteria

- a. This Promotion is open to all bank customers, retail and corporate customers and SSM-registered business customers who performs at least one (1) DuitNow Transaction during the Promotion Period (**“Eligible Customers”**).



Campaign : Rancarkan Undian dengan ABPBH

Terms and Conditions

- b. Eligible Customers that perform the DuitNow Transaction shall be eligible as one (1) entry. DuitNow Transactions which are incomplete or performed before or after the Promotion Period shall not be considered an eligible entry.
- c. The eligibility requirements to participate in this Promotion are as follows :
 - i. Only individuals who are above eighteen (18) years of age, retail and corporate customers and SSM-registered businesses customers shall be eligible to participate;
 - ii. The Organizer, Its' affiliates and related companies, directors, officers and employees as well as their parents, spouse and children are not eligible to participate in this Promotion nor win any prizes;
 - iii. Customers that hold any accounts with the Participating Banks that are terminated, suspended, cancelled or dormant within the Promotion Period are NOT eligible;
 - iv. Customers that hold any accounts with the Participating Banks that are delinquent or is not in good standing as determined by the Participating Banks at its sole and absolute discretion are NOT be eligible;
 - v. Customers who are declared bankrupt, have legal proceedings of any nature instituted against them, or are of unsound mind shall NOT be eligible to participate.
- d. Eligible Customers are entitled to win only one (1) prize throughout the Promotion Period, irrespective of the number of DuitNow Transactions performed by the Eligible Customers.
- e. Customers are also required to refer to each Participating Bank's Additional Terms and Conditions as specified in the respective Participating Bank's website (if any).

4. Prizes

Prize	Number of Winners
X8 tickets to ABPBH32 Live Event Details of the event are as follows: Date & Time: 22 September 2019 , 8:30pm Venue : Putrajaya International Convention Centre (PICC)	4

5. Shortlisting of Winners

- a. A total of four (4) Eligible Customers will be in the running to win a pair of tickets to ABPBH32 Live Event.
- b. The Eligible Customers will be selected by the Organizer via a random draw from the pool of eligible entries ("Selected Winners").
- c. Selected Winners will be contacted by their respective Participating Bank to answer two (2) questions. Winners that have successfully answered the 2 (two) questions will be notified immediately and will receive an email notification from their Participating Bank thereafter.



Campaign : Rancangan Undian dengan ABPBH

Terms and Conditions

- d. Only three (3) attempts of phone calls will be made during office hours, Monday to Friday (9am-5pm).
- e. In the event the Selected Winners cannot be contacted i.e. voicemail, line busy or fails to answer the questions correctly, the Organizer and/or the respective Participating Bank shall allocate the prize to the next Selected Winner.

Participating Banks

AmBank (M) Berhad	Affin Bank	Alliance Bank Malaysia Berhad	Bank of China (Malaysia) Berhad
Bank Pertanian Malaysia Berhad (Agrobank)	CIMB Bank Berhad	Citibank Berhad	Hong Leong Bank Berhad
HSBC Bank Malaysia Berhad	Maybank Berhad	MBSB Bank	OCBC Bank (Malaysia) Berhad
Public Bank Berhad	RHB Bank Berhad	Standard Chartered Bank Malaysia Berhad	United Overseas Bank (Malaysia) Berhad

Table 1

6. Prize Redemption

- a. Visual(s) of the prizes shown in any advertisement, promotional publicity materials and other materials relating to this Promotion are solely for illustration purposes only and may not depict the actual image of the prizes.
- b. The Organizer shall not be liable and/or responsible for the costs pertaining to the collection and/or delivery of the prizes. Any additional costs, duties, taxes and/or incidental expenses or charges incurred in relation to the Prizes shall be solely borne by the Selected Winner.
- c. The Selected Winner is solely responsible for the claim and collection of the prizes (if applicable) at a designated redemption venue determined by its Participating Bank.
- d. In the event the Selected Winner is unable to collect or accept the prizes, without assigning any valid reason deemed appropriate by the Organizer, the Selected Winner forfeits any and all claims to the prizes.
- e. Unless otherwise specified in the Promotion Terms and Conditions herein, no substitution or replacement of, or modification to the prizes requested by the Selected Winner will be permitted.
- f. The Selected Winner shall liaise directly with their Participating Bank on the matters related to prize arrangement and redemption.

7. General Terms and Conditions

- a. To the fullest extent permitted by the law, in no event will the Organizer and the Participating Banks or any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that the Organizer may engage for purposes of this Promotion) be liable for any loss or damages (including loss of income, profits or goodwill or indirect, 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 Promotion, even if the Organizer have been advised on the possibility of such damages in advance, and all such damages are expressly excluded.
- b. The Organizer shall be entitled to amend, vary, delete or add (“modifications”) to any of these Promotion Terms and Conditions and/or substitute or replace the prizes (Clause 4 above) offered in this Promotion with a similar valued prize and/or to modify, cancel, terminate or suspend the Promotion 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 Eligible Customers as a result of the above. **Customers are advice to periodically check for updates of this Promotion’s Terms and Conditions at the Organizer’s or the Participating Banks’ websites. Eligible Customers may discontinue any further participation in this Promotion if any future modifications of this Promotion’s Terms and Conditions are unacceptable to them.**
- c. To the fullest extent permitted by applicable laws, the Organizer offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Promotion, the prizes including, without limitation, the merchantable quality and fitness for purposes in respect of the prizes and level of care and skill in respect of the relevant services provided in the prizes.
- d. For the purpose of clause (c) above, the Selected Winner(s) shall also be bound by the Terms and Conditions stipulated by the organizers of ABPBH32 in relation to the respective prizes (if any).
- e. The prizes are offered and/or provided solely by the organizers of ABPBH32, under such terms and conditions as determined by them. The Organizer accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the prizes, even if the Organizer has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- f. The Organizer shall not be liable and responsible nor shall accept any liabilities of whatsoever nature howsoever arising or suffered by any Eligible Customer resulting directly or indirectly



Campaign : Rancangan Undian dengan ABPBH

Terms and Conditions

from this Promotion including the cancellation of the ABPBH32 event due to any reason whatsoever.

- g. All decisions made by the Organizer and/or the Participating Bank in relation to the Promotion including but not limited to the shortlisting, final selection of winners and forfeiture of the prizes shall be final, conclusive and binding. If any matters arise which are not covered in these Terms and Conditions, it will be determined solely by the Organizer.
- h. This Promotion Terms and Conditions shall be read together with the Additional Terms and Conditions of each Participating Bank (if any) (**collectively, “Terms and Conditions”**).
- i. By participating in the Promotion, Eligible Customers agree to be bound by the Terms and Conditions stated herein. The Promotion Terms and Conditions shall prevail over any inconsistent terms and conditions contained in the Additional Terms and Conditions and/or in any other promotional or advertising materials for the Promotion. In the event of any inconsistency between the English and Bahasa Melayu (if any) version, the English version shall prevail.
- j. Additional Terms and Conditions by Participating Banks are available at the respective Participating Bank’s websites (if any).
- k. The Promotion Terms and Conditions shall be governed and construed in accordance with laws of Malaysia.
- l. Detailed information on the Promotion is available by logging on to <https://duitnow.my/> at any time during Promotion Period

8. **Privacy Notice**

- a. By Participating in the Promotion, Eligible Customers are deemed to have given their consent to and authorize the Organizer to collect, store, use, process their names, masked Identification Numbers and other particulars (“Personal Data”) for the purpose of running the Promotion, including but not limited to announcing and publishing Personal Data and/or photos of the Eligible Customer at the Organizer’s website for advertising and publicity purposes.
- b. By Participating in the Promotion, Eligible Customer are deemed to have given their consent to and authorize the Organizer to collect their Personal Data from the Participating Banks for the purpose of running the Promotion including but not limited to validating and shortlisting the Selected Winners.



Campaign : Rancangan Undian dengan ABPBH

Terms and Conditions

- c. The Organizer may use a third party service to process the Eligible Customer's Personal Data. All such third parties are contractually obliged, not to use the Eligible Customer's Personal Data for any other purpose save for the Promotion.
- d. Under the laws of Malaysia, the rights of the Eligible Customer includes:
 - i) The rights to withdraw consent for the use of Personal Data at any time by contacting the Organizer at the email address mentioned below by providing the Organizer with the Eligible Customer's name and email address for removal of the said Personal Data;
 - ii) The rights to obtain a copy of the Personal Data which the Organizer holds; and
 - iii) The rights to correct inaccurate Personal Data.
- e. If the Eligible Customer's wish to raise any Personal Data issue with the Organizer, or exercise any of their legal rights, please email such queries to corpcomm@paynet.my.
- f. The Organizer will take reasonable precautions to keep the Eligible Customer's Personal Data secure, and requires third party processors to do the same. However, the Organizer may disclose the Eligible Customer's Personal Data if required by law, search warrant, subpoena or court order.
- g. For the purpose of this Clause 8, all Personal Data relating to the Contest shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other applicable laws in Malaysia.

[END]