

## IMPORTANT NOTICE

**These updated Terms and Conditions (Version 1.1) shall take effect immediately and supersede all other previous Terms and Conditions.**

### **TERMS AND CONDITIONS**

#### **Organiser & Qualifications**

1. The **A&W/MyDebit "WAVE & Redeem With MyDebit"** ["**Campaign**"] is jointly organised by A&W (MALAYSIA) SDN BHD (5168-X) and PAYMENTS NETWORK MALAYSIA SDN BHD (Company No.:200801035403 (836743-D)) [collectively referred to as "**The Organiser**"].
2. This Campaign is open to all A&W customers who are the cardholders of Automated Teller Machine ["**ATM**"] MyDebit cards issued by any participating banks that offered MyDebit in Malaysia ["**the Customer**"].

#### **Campaign Period & Entry Criteria**

1. This Campaign will commence from 0001hours, **1<sup>st</sup> November 2020** until 2359hours, **31<sup>st</sup> January 2021** (Malaysian time) or while stocks last whichever is earlier ["**Campaign Period**"]. Any redemption received beyond the Campaign Period will be rejected and deemed invalid.
2. Note: All payments/entries must be made using MyDebit ATM card via "Wave/Contactless" transactions. Only transaction that was made within the Campaign Period will be deemed valid.
3. The Organiser reserves the right to amend, extend or terminate the Campaign including the Campaign Period at its sole and absolute discretion with notice. If any amendments to this Campaign's Terms and Conditions are unacceptable to the Customer, they are deemed to withdraw from participating to this Campaign.
4. Only purchases of **RM25** (Ringgit Malaysia Twenty-Five) and above at A&W using MyDebit ATM card via "Wave / Contactless" as mode of payment is eligible as valid entry for this Campaign. Only payment in full is accepted. No split of payment is allowed, for example, if total amount spend is RM50, the Customer is not allowed to split the payment into RM25 each.
5. Prize is not exchangeable for cash. The Organiser shall be entitled to replace the prize with other prize of the same value without prior notification at its sole and absolute discretion. To the extent permitted by law, the Organiser, its agencies, affiliates, sponsors and their representatives shall not be liable for any defects or misuse of the prize, claims, liabilities, losses or damages in connection with this Campaign.

### **Prize & Prize Redemption**

1. Spend a minimum of **RM25 in a single receipt** with MyDebit Contactless and get **One (1) instant discount worth RM3**.
2. **One (1) instant discount worth RM3 ("the Prize")** is subject to first 95,000 redemptions, while stocks last valid at all A&W outlets (dine-in, take-away, drive thru & express). Not applicable for delivery services with delivery partners.
3. The Prize is limited to one redemption per transaction/per receipt.
4. Not valid with any other coupons, offers or promotions.

### **Rights of the Organiser**

1. To the extent permitted by law, by participating in this Campaign, the Customer give their consent to the Organiser to publish and use their names, and images submitted to the Organiser for advertising, marketing, publicity and/or any other purpose, without any prior notice nor compensation to the Customer/Winner. Winner shall not be entitled to claim ownership or other forms of compensation on the materials.
2. In addition to these Terms and Conditions, any other regulations or rules of the Campaign as stated at [www.facebook.com/AnWMalaysiaOfficial](http://www.facebook.com/AnWMalaysiaOfficial) or otherwise, shall also bind all Customer and their participation in this Campaign.
3. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Campaign, the terms contained at [www.facebook.com/AnWMalaysiaOfficial](http://www.facebook.com/AnWMalaysiaOfficial) shall prevail.
4. If for any reason this Campaign is unable to proceed as planned for (and not limited) reasons such as computer virus, hacking, unauthorised intervention, fraud, technical failure, any acts of government not limited to movement control order or any other reason beyond the Organiser control, the Organiser reserves the right, in its sole discretion, to revoke, terminate, modify, or suspend this Campaign.
5. The Organiser at its sole discretion may remove and/or disqualify any Customer and/or entries if found or suspected of cheating/hacking/tampering/manipulating with the Campaign process, the operation of this Campaign or in violation of any Terms and Conditions of the Campaign.

## **Liability & Responsibility**

1. Customer shall assume full liability and responsibility in any case for any liabilities, unexpected event, injuries, damages, claims or accidents (including death) due to their participation in this Campaign and / or redemption and / or use of the Prize and agree to release the Organiser and its agencies from any claim whatsoever for any injuries, accidents, loss of life nor loss of economy and others.
2. To the fullest extent permitted by law, in no event the Organiser or any of its officer, employee, representative and / or agent (including, any third party agencies that deals with the Organiser for the purposes of this Campaign) 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 Campaign, although the Organiser has been advised of the possibility of such damages in advance, and all such damages that are expressly excluded.
3. By participating in this Campaign, the Customer agrees to comply with all the decisions made and agrees unconditionally to these Terms & Conditions of this Campaign and all decisions made by the Organiser.
4. All decisions made by the Organiser in connection with the Campaign are final, conclusive and binding.
5. In the event of any inconsistency between the Terms and Conditions in Bahasa Malaysia and English, the terms in English shall prevail.
6. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

## **Privacy Notice**

1. By participating in this Campaign, the Customer give their consent to and authorise the Organiser to collect, store, use, process their names, masked Identification Numbers (IC) and other particulars **["Personal Data"]** for the purpose of running the Campaign, including but not limited to announcing and publishing Personal Data and/or photos of the Customer the Organiser's website for advertising and publicity purposes.
2. The Customer also give their consent to their respective banks to share and disclose their Personal Data to the Organiser for the purpose related to the Campaign.

3. By participating in this Campaign, the Customer also gives consent and permission to the Organiser to share or collect their Personal Data including with third parties (if required) not limited to the Organiser's agents or any financial institution in Malaysia. All such third parties are contractually required, not using the Customer's Personal Data except in the manner set forth herein.
4. Under the laws of Malaysia, the rights of Customer 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 Customer'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 Organiser hold; and
  - c) The rights to correct inaccurate personal data.
5. Customer may refer to the Organiser's website Terms and Conditions at [www.facebook.com/AnWMalaysiaOfficial](http://www.facebook.com/AnWMalaysiaOfficial) or to call the Organiser's helpline line during working hours, 9am-5pm, Mon - Fri at +60358887600 for any info pertaining to data protection or legal rights.
6. The Organiser will take reasonable precautions to keep Customer's personal data secure, and requires third party processors to do the same. However, the Organiser may disclose the Customer's personal data if required by law, search warrant, subpoena or court order.
7. Any matter to the Personal Data relating to this Campaign shall be governed by and dealt with in the Personal Data Protection Act 2010 and any relevant laws in Malaysia

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