

## **TERMS AND CONDITIONS**

### **Organiser & Qualifications**

1. **“WAVE and WIN” [“Contest”]** is jointly organised by Bataras Sdn Bhd (Company No.: 199801017117 (473246-D)) and Payments Network Malaysia Sdn Bhd (Company No: 200801035403 (836743-D)) (PayNet) [**“The Organiser”**].
2. The Contest is open to all MyDebit Automated Teller Machine [**“ATM”**] card holders issued by participating financial institutions authorizing MyDebit services in Malaysia. The mentioned card holders must be a permanent resident in Malaysia or a Malaysian citizen who is 18 years of age and above and has a valid identification card during the Contest Period [**“Participant”**].
3. The Participant must also have a valid account with any of the mentioned financial institution in Malaysia and the account must be active with a good financial standing and not dormant during the entire Contest Period until the completion of the redemption of prizes.
  - Tier 1: A minimum purchase of RM60 and above using MyDebit ATM card at any Bataras outlets will be eligible for maximum of ONE (1) entry per receipt
  - Tier 2: Bataras members that make a minimum purchase of RM60 and above using MyDebit ATM card at any Bataras outlets will be eligible for a maximum of TWO (2) entries per receipt
4. Individuals listed below are not eligible to participate in this Contest:
  - Employees of the Organiser [including its associates, subsidiaries or related thereto] and their immediate family members [children, parents, siblings, including spouses]; and/or
  - Representatives, employees and/or the advertising agencies or promotional agencies of the Organiser [including its associated and related companies], and their immediate family members [children, parents, siblings, spouses].

### **Contest Period & Entry Criteria**

1. This Contest will commence from **1<sup>st</sup> October 2021 at 12:00AM until 31<sup>st</sup> December 2021 at 11:59 PM** (Malaysian Time) [**“Contest Period”**].
2. Entries received beyond Contest Period will be deemed invalid and will be forfeited.

3. The Organiser reserves the right to amend, extend or terminate the Contest with prior notice.
  
4. For the weekly submission, the Organiser must receive the submission of entries on or before 11:59PM of the last date of each Weekly Period as tabulated below. Only entries/transaction slip using MyDebit ATM card will be accepted for this Contest. The said transaction slip will no longer be valid for submission for the following week. As an example, transaction slip dated 1<sup>st</sup> October 2021 (Week 1 of the Weekly Period) must be submitted on or before 7<sup>th</sup> October 2021.

**Weekly Period Table [“Weekly Period”]**

- **Week 1: 01 Oct – 07 Oct 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 2: 08 Oct – 14 Oct 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 3: 15 Oct – 21 Oct 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 4: 22 Oct – 28 Oct 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 5: 29 Oct – 04 Nov 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 6: 05 Nov – 11 Nov 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 7: 12 Nov – 18 Nov 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 8: 19 Nov – 25 Nov 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 9: 26 Nov – 02 Dec 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 10: 03 Dec – 09 Dec 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 11: 10 Dec – 16 Dec 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 12: 17 Dec – 23 Dec 2021 (5 weekly winners x RM100 Bataras Voucher each)**
- **Week 13: 24 Dec – 31 Dec 2021 (5 weekly winners x RM100 Bataras Voucher each)**

**Grand Prize, First Prize, Second Prize, Third Prize, Fourth Prize, Fifth Prize and Consolation Prize Table [“Contest Period”]:**

- **Period: 01 October – 31 December 2021**
5. A minimum purchase of RM60 and above at any Bataras outlets with the usage of MyDebit ATM card as a mode of payment made within the Contest Period (with a clear printed and successful transaction receipt) may be entitled to be regarded as ONE (1) valid entry [“**Proof of Purchase**”] with one serial number assigned. Participant who is selected as winner [“**Winner**”] is required to submit their Proof of Purchase (original) before the redemption/fulfillment of the prizes can be completed. Failure to do so would result in the cancellation of the prizes won by the Winner. Note: Serial number is for Organiser’s reference and will not be shared with Participant.

6. Clear snapshot of the Proof of Purchase indicating the products, receipt number, purchase date, purchase value, outlet name, outlet location and MyDebit payment details will be accepted. No alteration of Proof of Purchase in any form is allowed.

### **How to Participate**

1. Each entry must be accompanied by a Proof of Purchase made during the Contest Period at any Bataras outlets. Entry must be submitted with the following way:

#### **How to Participate: WhatsApp / Scan QR Code**

- **Each complete entry must** contain the following information:
  - I. Take a clear photo of the Proof of Purchase and keep the Proof of Purchase (original);
  - II. Send the photo of your Proof of Purchase along with your entry by scanning the QR code at any Bataras stores;
  - III. Fill in the details such as full name, identification card number (MyKad), email address, contact number, receipt number, Bataras member number (if any) address and state/location of purchase and answer Contest's question correctly;
  - IV. Submit your entry via WhatsApp application to **+6012 673 1811** or scan the **QR code**;
  - V. Participant will receive a reply message (Contest questions, privacy notice) via WhatsApp within 48 hours (during working days).

By submitting the entry in this Contest, the Participant is deemed to have read and agreed to the privacy notice set forth in the Terms and Conditions herein.

2. Participant may send more than ONE (1) entry. Each ONE (1) Proof of Purchase (with minimum purchase of RM60 and above made using MyDebit ATM card) is eligible as ONE (1) entry regardless the amount spent. Each Proof of Purchase can only be used once. Participants' entries will be disqualified if the same Proof of Purchase is used for more than ONE (1) time.
3. Each Participant is only eligible to win a maximum of TWO (2) prizes during the Contest Period. For example, a Weekly Prize Winner can also stand a chance to win a Grand Prize. Note: Limited to ONE (1) weekly prize throughout the Contest Period.
4. Winner must claim their prizes on the specific date provided by the Organiser or within TWO (2) months after being notified by the Organiser (via SMS or any other communication channels). In the event the Winner fails to claim their prizes, the Organiser reserves the right to forfeit the prizes and award the prizes to another Winner. Winner must present a valid identification document to redeem/receive their prizes.

### **Winner's Selection**

1. Shortlisted winners will be selected after the end of each Weekly Period and/or Contest Period. Eligible Participant will be shortlisted by the automated selection system based on the number of eligible entries during each Weekly Period and/or the entire Contest Period [**"Shortlisted Winners"**]. The method/system to be used for the shortlisting process is based on the Organiser's sole discretion.
2. Participant may submit more than ONE (1) entry but each entry must be completed in accordance with Clause 1 (How to Participate) described above.
3. All selected Shortlisted Winners will be informed via WhatsApp and/or based on the contact information supplied during their submission process. Shortlisted Winners will be asked to answer a simple Contest question correctly within the stipulated time frame mentioned to be eligible to win the prize. In the event that the Shortlisted Winner(s) cannot be contacted (via WhatsApp or any other communication channels), or fails to answer the question correctly, the Organiser reserves the right to select the next selected Winner that managed to answer the question accurately and has a complete and valid entry as the Winner.
4. All decisions made by the Organiser in relation to this Contest, including but not limited to, shortlisting, Winner selection, prizes and forfeiture of prizes are final. Any correspondence or appeal will not be entertained. The selection of the Winner is subject to the entry eligibility and criteria specified and determined at the Organiser's sole discretion.

### **Prizes & Redemption**

<b>Type</b>	<b>Prizes</b>	<b>No. of Winners</b>
Grand Prize	Perodua Ativa 1.0L Turbo (excluding road tax, registration fees and insurance/takaful)	1
First Prizes	iPhone 13 Pro 128GB	5
Second Prizes	Microsoft Surface Laptop Go	5
Third Prizes	Samsung 43" UHD TV	5
Fourth Prizes	Dyson V8 Slim Fluffy+ vacuum	5
Fifth Prizes	Sharp Refrigerator	5
Consolation Prizes	RM500 Bataras Voucher	50
Weekly Prizes	RM100 Bataras Voucher	65

- A total of ONE HUNDRED AND FORTY-ONE (141) prizes to be won.

1. The prizes do not include any related taxes not limited to road tax and insurance/takaful.
2. Images of the prizes shown in any promotional materials, advertisements, publicities and other materials relating to this Contest are solely for illustrative purposes only and may not depict the actual prizes.
3. Prizes are subjected to the terms and conditions set by the supplier (if applicable). To the extent permitted by law, the Organiser and its agents are not responsible for all liabilities arising from any deferment, cancellation, delay or changes to the prizes details or any unforeseen circumstances beyond the reasonable control of the Organiser and for any act or default by any vendor or third party supplier.
4. The Organiser shall not be liable for any loses or damages which occur during the prizes redemption/delivery process.
5. The Organiser reserves the right to postpone the date and place for prizes redemption that has been determined to a later date in the event of any unforeseen circumstances.
6. The Organiser 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 or charges imposed in respect of the prizes are solely borne by the Winner.
7. The prizes redemption will be subjected to the availability the prizes in which the Organiser will notify the Winner from time to time.
8. All decisions made by the Organiser in connection with the Contest including but not limited to the selection of Winner and the prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
9. The Selected Winners will be contacted by the Organiser based on the contact information supplied during their entry submission process.
10. Prizes cannot be exchanged for cash (if any). The Organiser reserves the right to substitute the advertised prizes with a prize of the same value with prior notice. 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.

11. Participant/Winner is required to submit a valid identification document during or before the redemption of the prizes for the verification purposes. Proof of Purchase which is unreadable/faded/damaged will be deemed invalid/ineligible and will be disqualified from this Contest.
12. All prizes are non-transferable.
13. Winner must claim their prizes from the Organiser or within the time specified notified by the Organiser (via WhatsApp or any other communication channels) after the end of Contest Period. In the event the Winner fails to claim the prizes or nominate a representative within the stipulated time, the Organiser reserves the right to forfeit the prizes and award the prizes to another Winner. Winner must present a valid identification document to redeem/receive their prizes.
14. Winner that require a representative to claim their prizes on their behalf must ensure that their representative provide a letter of authorization issued by the Winner along with a copy of the Winner and the representative's valid identification document.
15. The Organiser would like to alert the Participants to take reasonable precautions when receiving any phone calls or messages requesting for your personal information(s) during and/or after the Contest. The Organiser would also like to advise our valued Participant to call the Organiser for verification regarding the Contest.

#### **Rights of the Organiser**

1. By participating in this Contest, the Participants give their consent to the Organiser to publish and use their names, and images submitted by the Participant/Winner for advertising, marketing, publicity and/or any other purpose, without any prior notice nor compensation to the Participant/Winner. Participant/Winner shall not be entitled to claim ownership or other forms of compensation on the materials.
2. 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 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 terminate, postpone, modify or suspend this Contest with prior notice.
3. The Organiser at its sole discretion may remove and/or disqualify any Participant and/or entries if found (at the Organiser's discretion) 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.

4. The Organiser reserves the right to amend the Contest Terms and Conditions with prior notice.
5. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at [www.bataras.com.my](http://www.bataras.com.my) or otherwise, shall also bind all Participant in their participation in this Contest.
6. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Contest, the terms contained at [www.bataras.com.my](http://www.bataras.com.my) shall prevail.
7. If there is a conflict between these Terms and Conditions with the Malay version, the English version shall prevail.
8. By participating in the Contest, the Participant give their consent to the Organiser or any third party appointed by the Organiser to process the Participant's personal data for the purpose of this Contest.
9. Unless stated otherwise, all transportation cost, internet charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the Participant 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 Participant/Winner. The Organiser, its affiliates or authorized agents shall accept no responsibility whatsoever for those costs/ charges/fees/expenses.
10. To the extent permitted by law, the Organiser, its affiliates or authorized third parties shall accept no liability for entries not limited to lost, damaged, delayed, or any technical error.

#### **Liability and Responsibility**

1. Participant and Winner shall assume full liability and responsibility for any liability incurred as a result of their negligence or willful default due to their participation in this Contest and/or redemption and/or use of the prizes, Participant and Winner agree to release the Organiser and its agencies from any claim whatsoever from that liability.
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 purpose of this Contest) be liable for any loss or damage arising in the Participant's negligence or willful default in connection with this Contest.

3. By participating in this Contest, the Participant agrees to comply with all the Terms & Conditions of this Contest and all decisions made by the Organiser.
4. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

#### **Privacy Notice**

1. By participating in the Contest, the Participant give their consent to and authorize the Organiser 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 at the Organiser’s website for advertising and publicity purposes.
2. By participating in the Contest, the Participant agrees and authorize their banks to share and disclose their Personal Data to the Organiser for the purpose to run this Contest including and not limited to the selection of Winner (if any).
3. By participating in the Contest, the Participant also give their consent and authorize the Organiser using a third-party service including but not limited to any 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.
4. Under the laws of Malaysia, the rights of Participant include:
  - 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 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 Organiser hold; and
  - c. The rights to correct inaccurate Personal Data.
5. Participant may refer to the Organiser's website at [www.bataras.com.my](http://www.bataras.com.my) or send e-mail to the Organiser's at [support@bataras.com.my](mailto:support@bataras.com.my) for any info pertaining to data protection or legal rights.
6. The Organiser will take reasonable precautions to keep Participant's Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Participant's 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.

**[END]**