

1. ORGANISER AND ELIGIBILITY

The MyDebit Shop, Wave & Win Contest (“MyDebit Contest”) is organised by Guardian Health And Beauty Sdn. Bhd. (the “Organiser”) and Payments Network Malaysia Sdn Bhd (“PayNet”) (“Prize Sponsor”).

2. CONTEST PERIOD & MECHANICS

- a. The MyDebit Contest begins on 1 October 2021 at “12:00:00” and ends on 31 December 2021 at “23:59:59” [“Contest Period”]. Only completed entries will be entertained.
- b. Individuals listed below are not eligible to participate in this MyDebit Contest:
 - i. Employees of the Organiser/Prize Sponsor [including its associates, subsidiaries or related thereto] and their immediate family members [children, parents, siblings, spouses]; and/or
 - ii. Representatives, employees and/or the advertising agencies or promotional agencies of the Organiser/Prize Sponsor [including its associated and related companies] and their immediate family members [children, parents, siblings, spouses].
- c. Entries received beyond Contest Period will be deemed invalid and will be forfeited.
- d. The Organiser reserves the right to amend, extend or terminate the MyDebit Contest with notice.
- e. For the monthly submission, the Organiser must receive the submission of entries on or before 11:59 PM (Malaysian Time) of the last date of each Monthly Period as tabulated below. Only entries with transaction receipt using MyDebit Automated Teller Machine (“ATM”) card as a mode of payment will be accepted for MyDebit Contest. The said transaction receipt will no longer be valid for submission for the following month. As an example, transaction receipt dated 1st October 2021 (Month 1 of the Monthly Period) must be submitted on or before 31st October 2021, 11:59 PM (Malaysian Time).

Monthly Period Table [“Monthly Period”]:

- **Month 1: 1 October 2021, 12:00 AM – 31 October 2021, 11:59PM;**
- **Month 2: 1 November 2021, 12:00 AM – 30 November 2021, 11:59PM;**
- **Month 3: 1 December 2021, 12:00 AM – 31 December 2021, 11:59PM**

Special Prizes [“Special Prizes Period”]

- **Period: 1 October 2021, 12:00 AM – 31 December 2021, 11:59PM**

- f. A minimum purchase of RM30.00 and above in a single receipt at any Guardian Malaysia 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 & bank receipt) [**“Proof of Purchase”**] with one serial number assigned, may be entitled to be regarded as One (1) valid entry. Participant who is selected as winner [**“Winner/(s)”**] is required to submit their Proof of Purchase (original) before the redemption/fulfilment 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.
- g. Only a clear Proof of Purchase photo showing the product, receipt number, date of purchase, purchase value, store name, branch location and MyDebit payment details will be accepted. No amendment to the Proof of Purchase in any form or manner is permitted.
- h. The MyDebit Contest is open to all MyDebit ATM cardholders issued by participating financial institutions authorizing MyDebit services in Malaysia. The mentioned cardholders 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/(s)”**]. The Participant must also have a valid account with any of the abovementioned financial institutions in Malaysia and the account must be active with good financial standing and not dormant during the entire Contest Period until the completion of the redemption of prizes.
- i. Participant must spend a minimum of RM30.00 and above by using MyDebit ATM card in a single receipt at any Guardian store within the Contest Period:
 - i. Each Proof of Purchase entitles the Participant to one (1) WhatsApp entry ONLY;
 - ii. Answer a simple question: “Spend a minimum of RM30.00 to join MyDebit Shop, Wave & Win Contest. True or False?”
 - iii. Send the following information via WhatsApp to +6013-805 1422, a dedicated phone line set-up by the Organiser to receive entries submitted by Participant:
 - a) Attach a full and clear photo of the Proof of Purchase;
 - b) Answer to the MyDebit Contest’s question;
 - c) NRIC number;
 - d) Full name as per NRIC
- j. Retain the original Proof of Purchase dated within the Contest Period that matches the submitted entry as Proof of Purchase.
- k. Duplicated and re-printed Proof of Purchase will not be accepted. The Organiser reserves the right to disqualify any illegible, disfigured and modified Proof of Purchase.

3. WINNER SELECTION AND PRIZE REDEMPTION

- a. Participant may send as many WhatsApp entries as they wish but each entry must be accompanied with the required details and a different Proof of Purchase for each entry.

- b. Participants are not allowed to submit/send more than one (1) WhatsApp entry with the same Proof of Purchase to the Organiser.
- c. All qualified entries will be subjected to a random computerized selection process to shortlist the Winners.
- d. Selected Winners will be contacted by the Organiser within three (3) months with three (3) attempts during regular business hours via phone after the Contest Period
- e. Prizes must be collected by the Winners or by the Winner's authorised representative, with a valid and signed authorisation letter, including a copy of the Winner's identity card.
- f. In the event the selected Winner(s) cannot be contacted after three (3) attempts i.e. no reply, telephone number not in service or no connection etc. the Prize will be allocated to the next selected Winner(s) as per the Terms and Conditions of this Contest. The Company, Organiser/Prize Sponsor shall not be held liable in the event the Winners cannot be contacted for whatever reasons.
- g. Selected Winners can only win one (1) prize throughout the Contest Period, irrespective of the number of eligible entries submitted.
- h. Winner will be selected based on the following process:
 - Monthly Prize Winner(s) selection:** At the end of the Monthly Period, eligible Participants will be randomly shortlisted by an automated selection system based on the total number of valid entries/ submission (for each stipulated Monthly Period).
 - Special Prize Winner(s) selection:** At the end of the Special Prize Period, eligible Participants will be shortlisted at random by an automated selection system based on the total number of valid entries/ submissions during the entire Contest Period.
- i. The Organiser shall notify the selected Winner(s) by contacting them via telephone or email, at the end of the Contest Period. The Organiser shall publish the names of the Winners on their website and/or social media. Winners shall be notified by the Organiser not later than three (3) months from the end of the Contest Period.
- j. Prizes must be collected and accepted by the selected Winner(s) within one (1) month from the date when the notification was made. In the event of non-acceptance or failure to accept the prizes within the stipulated time frame, the Company/Organiser reserves the right to forfeit the unclaimed prizes and any enquiries thereafter will not be entertained. No refund will be given for any unclaimed prizes. No cash will be given in exchange for the prizes.

4. PRIZES

SPECIAL PRIZES:

- i. Grand Prize: 1 x Ogawa Smart Jazz Urban Massage Chair
- ii. Consolation Prize: 6 x Habo by Ogawa Wireless Charging Blackhead Remover

MONTHLY PRIZES:

- i. First Prize: 15 x Gold Plate worth RM10,000 each per month
 - ii. Second Prize: 100 x Guardian Voucher worth RM200 each per month
- a. Images of the prizes shown in any promotional materials, advertisements, publications and other materials relating to this MyDebit Contest are solely for illustrative purposes only and may not depict the actual prizes.
 - b. Prizes are subjected to the terms and conditions set by the supplier (if applicable). To the extent permitted by law, the Organiser/Prize Sponsor 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/Prize Sponsor and for any act or default by any vendor or third-party supplier.
 - c. The Organiser/Prize Sponsor shall not be liable for any losses or damages that occur during the redemption / delivery of the prizes. Any other additional costs (for example travel expenses) involved to redeem or collect the prizes shall be fully borne by the Winner.
 - d. 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.
 - e. 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.
 - f. The prizes redemption will be subjected to the availability of the prizes in which the Organiser will notify the Winner from time to time.
 - g. All decisions made by the Organiser in connection with the MyDebit Contest including but not limited to the selection of Winner and the prizes are final, conclusive and binding. Any correspondences, inquiries, appeals or objections from the Participant will not be entertained.
 - h. The selected Participant will be contacted by the Organiser based on the contact information supplied during their entry submission process.

5. **RIGHTS OF THE ORGANISER**

- a. The Participant grants the Organiser/Prize Sponsor the right to use any photos and/or other material received during the MyDebit Contest or thereafter (including the Participants' name, email addresses, contact numbers, photos, etc.) for advertising, marketing and communication purposes without compensation to the Participant, his or her successors or assigns, or any other entity.
- b. All entries must be original and not infringe any intellectual property rights owned by any party. Participants may not raise, circulate, reproduce or otherwise furnish, any materials containing intellectual property rights of any other party, including but not limited to copyright, or other proprietary information held by the other party without the prior written permission of the owner of intellectual property rights or proprietary information. If you believe your work has been tampered with and displayed in violation of intellectual property rights, please contact the Organiser.
- c. By submitting your participation in this MyDebit Contest, all Participants agree and acknowledge that all intellectual property rights in all entries will belong to the Organiser/Prize Sponsor. The Organiser/Prize Sponsor reserves the exclusive right to use, edit, modify and publish the entries submitted by all Participants, publishing the names of the Participants, in such manner as it thinks fit for any advertising, trade, promotion purposes and for any other reason, without prior notice to Participants, and Participants shall not claim ownership or any payment or compensation in relation to any of this information or their entry.
- d. By participating in the MyDebit Contest, the Participant:
 - i. Agree to the use of their name, photograph, caricature, voice, biographical material and/or likeness, without compensation by the Organiser and/or any party authorized by the Organiser in connection with the MyDebit Contest.
 - ii. Grants the Organiser and any party authorized by the Organiser and irrevocable, worldwide, perpetual, royalty-free right and licence to use any material submitted as a part of their entry into the MyDebit Contest, the photos, and any footage or materials that features or otherwise includes the Winners (collectively known as "the Works") in any manner, for any purpose the Organiser may see fit, in all forms of media now known or hereafter invented.
 - iii. To the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world.
- iv. Undertake not to object to any use of the Works by the Organiser or any party authorized by the Organiser.
- v. Without anyway limiting the scope of the Terms, hereby release the Organiser/Prize Sponsor or any party authorized by the Organiser/Prize Sponsor from any and all claims and causes of action for libel, slander, invasion of rights or privacy or publicity, or for any other claim or cause of action based upon, relating to, or in connection with the use made by the Organiser/Prize Sponsor or any party authorized by the Organiser/Prize Sponsor of any of the rights granted above.

- e. The Winner may be required to take part in promotional activities related to the prize draw and the Winner shall participate in such activity on the Organiser/Prize Sponsor's reasonable request. The Winner consents to the use by the Organiser/Prize Sponsor and its related companies, both before and after the closing date of the prize draw for an unlimited time, of the Winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Organiser/Prize Sponsor and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the prize draw, all entrants consent to the same.
- f. The Participant agrees that they are solely responsible for the content submitted. To the extent permitted by law, the Organiser/Prize Sponsor shall not be liable in any way for such content. The Organiser/Prize Sponsor reserves the right to release any content without notice of any reason whatsoever. The Participant warrants and agrees that:
 - i. they will not produce any content that is unlawful or fraudulent, or that the Organiser/Prize Sponsor may consider whether it violates any intellectual property, privacy, publicity or other rights, defamatory, contemptuous, obscene, or sexually abusive appropriate, violent, abusive, harassing, threatening, unpleasant in relation to race, religion, origination or gender, unsuitable for children under the age of 18, or otherwise inappropriate for publication;
 - ii. they will obtain prior permission from any individual or property appearing in their content;
 - iii. they will obtain full consent in advance of any individual who has created or has any rights in the content, for the use and the terms herein together;
 - iv. The content shall not contain a virus or cause injury or harm to any individual or entity; and
 - v. they will comply with all applicable laws and regulations, including without limitation, individuals who control copyright, content, defamation, privacy, publicity and access or use of computers or other individual communication systems.
- g. The Organiser/Prize Sponsor reserves the right to reject any entries that are incorrect, incomplete, suspicious or invalid. The Participant agrees not to knowingly damage or cause interruption to the MyDebit Contest and/or prevent others from entering the MyDebit Contest.
- h. To the extent permitted by the law, 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. 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. 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. late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to e-mails;
 - iv. any acts of government not limited to movement control order or any other reason beyond the Organiser control;

- v. failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed computer transmissions;
 - vi. any condition caused by events beyond the control of the Organiser/Prize Sponsor that may cause the MyDebit Contest to be disrupted or corrupted;
 - vii. 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 MyDebit Contest. For the avoidance of doubt, the Prizes are provided by the Organiser/Prize Sponsor. The Participant and/or Winner hereby acknowledge and agree that the Organiser/Prize Sponsor excludes all warranty and/or liability in connection with the awarded Prizes and/or the MyDebit Contest. The Participant shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the MyDebit Contest, redemption and/or usage of the Prizes. The Organiser/Prize Sponsor shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participant as a result of the participation in the MyDebit Contest and/or the use of the Prizes; or
 - viii. any printing or typographical errors in any materials associated with the MyDebit Contest.
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- i. To the extent permitted by the law, by participating in the MyDebit Contest, each Participant agrees to release and hold the Organiser/Prize Sponsor and its employees, officers, directors, shareholders, agents, representatives, parent companies affiliates, subsidiaries, licensees, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the MyDebit Contest or resulting from acceptance, possession, use or misuse of the Prize, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
 - j. The Organiser/Prize Sponsor and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of the Prize, including, without limitation, their quality, merchantability or fitness for a particular purpose.
 - k. By participating in the MyDebit Contest, Winners agree to grant the Organiser/Prize Sponsor and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of data collected through the MyDebit Contest website, likeness, biographical data and statements for purposes, including, without limitation, advertising, trade, or promotion, in perpetuity, in any and all media now known or hereafter devised, without compensation, unless prohibited by law. If the Winners cannot be contacted and/or the registration is ineligible and/or fails to claim a prize and/or fails to timely return the completed and executed declaration and releases as required, the prize may be forfeited and an alternate Winner may be selected. Refusal or return of the Winners' notification as undelivered will also result in disqualification and an alternate Winner may be selected. Appeals to check the status of entries will not be entertained.
 - l. The Organiser/Prize Sponsor reserves the right to end the MyDebit Contest earlier or extend the Contest Period at its own discretion.

- m. All costs, fees and/or expenses incurred or to be incurred by the Winners in relation to the MyDebit Contest and/or to claim the Prize(s), which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the Winners. The Organiser/Prize Sponsor will not be responsible for any loss or damages during prize delivery.
- n. The Organiser reserves the right in its sole and absolute discretion to change the prizes as it sees fit, and deal with any unclaimed prizes in any manner. Any change will be final and binding upon every Participant in the MyDebit Contest.
- o. The Prizes are non-negotiable, non-transferable, non-refundable and not exchangeable for cash, credit or kind, either in part or in full except at, the sole and absolute discretion of the Organiser and is subject to the terms and conditions accompanying the Prize. The prize cannot be sold or bartered. There is no refund for a partially used prize. The Organiser may at its sole and absolute discretion withdraw and/or substitute any prize with any other item of similar value with notice and without furnishing any reason. Unless otherwise stated, the Winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the Prize.
- p. The Winners of the MyDebit Contest are not allowed to represent and/or endorse any other brands, companies or entities that are directly or indirectly in competition with the Organiser/Prize Sponsor brand, or be detrimental to the brand, for as long as the entire contract term.
- q. The Organiser's decisions are final and any complaints will not be entertained.
- r. By participating in the MyDebit Contest, the Participant hereby agrees that he/she shall not, directly or indirectly, give, promise or offer and undertake not to give, promise or offer money, donations, gifts or other benefits whatsoever in order to influence with corrupt intent the Organiser or any private person or business, or any employee or public international authority, or anyone acting on the Organiser's behalf, in the exercise of authority or in connection with obtaining any improper benefit or advantage with respect to this MyDebit Contest or any matter covered by these Terms or otherwise take any action (or fail to take action when required) that would violate any applicable laws, including but not limited to any applicable local laws and/or regulations.
- s. Participation in the MyDebit Contest constitutes the Participant's full and unconditional agreement to and acceptance of these Terms & Conditions.
- t. The Organiser/Prize Sponsor reserves the right to omit, add or amend these Terms and Conditions at any time with notice. Any new or amended Terms and Conditions will supersede the existing Terms and Conditions with immediate effect.
- u. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of this MyDebit Contest.
- v. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this MyDebit Contest, the terms contained in these Terms and Conditions in Guardian's official Facebook page, www.facebook.com/guardianMY shall prevail.

- w. The Organiser would like to alert the Participants to take reasonable precautions when receiving any phone calls and messages requesting for your personal information(s) during and/or after the MyDebit Contest. The Organiser would also like to advise our valued Participants to call the Organiser for verification regarding the MyDebit Contest.
- x. The Terms and Conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

6. PRIVACY NOTICE PURSUANT TO PERSONAL DATA PROTECTION ACT 2010

- a. By participating in the MyDebit Contest and/or providing your personal data to the Organiser/Prize Sponsor, you warrant and represent that you have read and understood the Privacy Policy enclosed to these Terms and Conditions and you consent to the Organiser/Prize Sponsor's processing of your personal data in accordance with said Privacy Policy. You agree to indemnify, defend, and hold the Organiser/Prize Sponsor harmless against any loss, damages, costs, claims, actions, or liabilities occurring due to your breach of the aforesaid warranty and representation.
- b. The Organiser/Prize Sponsor has taken the relevant cautionary and security measures to ensure the safekeeping all of the Participants' personal data, and requires all third-party data processors to comply with the same measures. Please note, however, that the Organiser/Prize Sponsor can present the Participants personal data should it be required to do so by the law, or by a search warrant, subpoena, or court order in compliance with the laws of Malaysia.
- c. The Participant hereby consent and authorize the Organiser/Prize Sponsor to collect, process, to safe keep the required details and to disclose the Participant(s) personal details to the related parties involved in organizing this MyDebit Contest. Any withdrawal of the Participant(s)' consent given shall be made in writing and received by the Organiser/Prize Sponsor before the expiry of the MyDebit Contest Period and in such event, the Participant(s) shall be deemed to have withdrawn from the MyDebit Contest.
- d. The Participants also consent to share and disclose the details of their respective bank accounts and Personal Data to the Organiser/Prize Sponsor for the purpose related to the MyDebit Contest.
- e. Under the laws of Malaysia, the rights of Participants include:
 - i. the right to withdraw consent for the use of their personal details at any time by contacting the Organiser and providing the Organiser/Prize Sponsor with the name and e-mail address of the Participant so the Organiser can issue it.
 - ii. the right to obtain a copy of the personal data held by the Organiser of the Participant [the Organiser reserves the right to charge a small fee to exercise this right].
 - iii. the right to correct inaccurate personal data held by the Organiser.
- f. Participant has the right to obtain access, request correction or withdraw consent to disclose any personal information held by the Organiser. Such request can be made via Facebook message at Guardian's official Facebook page, www.facebook.com/guardianMY or by post to the following address:

Guardian Health And Beauty Sdn. Bhd.
Mezzanine Floor, Giant Hypermarket Shah Alam Stadium,
Lot 2, Persiaran Sukan,
Seksyen 13, 40100,
Shah Alam Selangor.

- g. All Personal Data relating to the MyDebit Contest shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other relevant laws in Malaysia.