



## DuitNow, JomPAY and FPX: I Dah! You Bila Lagi?

### Terms and Conditions

#### 1. Definition

- a. **“Additional Terms and Conditions”** means the terms and conditions that govern the promotion as determined by the Participating Banks (if any).
- b. **“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.
- c. **“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.
- d. **“DuitNow Transaction”** means the successful transfer of funds of any amount to a DuitNow ID. The DuitNow Transaction is to be carried out during the Promotion Period through any preferred Internet or mobile banking of the Participating Banks.
- e. **“JomPAY”** means a national initiative supported by Participating Banks to enable online bill and invoice payments across Malaysia.
- f. **“JomPAY Billers”** means Billers that have registered to participate in JomPAY.
- g. **“JomPAY Transaction”** means the successful payment of any bills or invoices of a JomPAY Biller via JomPAY, for any amount. The JomPAY Transaction is to be carried out during the Promotion Period through any preferred Internet or Mobile Banking channels of the Participating Banks.
- h. **“FPX”** means a national initiative supported by Participating Banks that allows real-time debiting of customer’s internet banking account of multiple banks and direct crediting into merchant’s account by banks. FPX service is suitable for all businesses that offer products or services via the Internet.
- i. **“FPX Transaction”** means the successful payment of any of FPX Merchant via FPX. The minimum FPX Transaction for retail payment (B2C) and for corporate payment (B2B) is RM10.



## DuitNow, JomPAY and FPX: I Dah! You Bila Lagi?

### Terms and Conditions

The FPX Transaction is to be carried out during the Promotion Period through any preferred Internet or Mobile Banking of the Participating Banks.

- j. **“Organiser”** means Payments Network Malaysia Sdn. Bhd. (Company No.200801035403 (836743-D)).
- k. **“Participating Banks”** means the list of Banks as set out in **Table 2** below.
- l. **“Prize”** means the prize set out in Clause 4 below.
- m. **“Promotion Period”** means the DuitNow, JomPAY or FPX Transaction which takes place from 1<sup>st</sup> August 2021 – 30<sup>th</sup> November 2021.
- n. **“Eligible Customer”** means existing DuitNow, JomPAY, and FPX Customers who perform a DuitNow or JomPAY or FPX Transaction.

### **2. Promotion Period**

- a. The Promotion shall run from 00:00 hours (GMT+8) from 1<sup>st</sup> August 2021 until 23:59 (GMT+8) hours to 30<sup>th</sup> November 2021 (both dates inclusive) (**“Promotion Period”**).

### **3. Eligibility and Qualifying Criteria**

- a. This Promotion is open to all retail bank customers;
- b. A DuitNow, JomPAY or FPX transaction made during the Promotion Period will be considered as 1 participating entry\*.
  - *DuitNow – minimum transaction value of RM10 and transaction to be made to a 3rd party recipient (transaction to own self is not eligible)*
  - *JomPAY - Splitting payment for any invoices/bills for this Promotion is strictly not allowed. For eg, if you are paying a biller's bills/invoice amounting to RM90, you are not allowed to split the payment into three sp transactions of RM30. Otherwise the split transactions will not be counted or eligible for winning any prizes.*
  - *FPX – Minimum transaction value of RM10*
- c. DuitNow, JomPAY or FPX transactions which are incomplete or performed before or after the Promotion Period shall not be accepted and will be forfeited.



## DuitNow, JomPAY and FPX: I Dah! You Bila Lagi?

### Terms and Conditions

- d. The eligibility requirements to participate in this Promotion are as follows:
- i. Only retail customers who are above eighteen (18) years of age are eligible to participate;
  - ii. Customers' that hold any accounts with the Participating Banks that are terminated, suspended, cancelled or dormant during the Promotion Period and until the redemption of Prizes will NOT be eligible;
  - iii. 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 shall NOT be eligible;
  - iv. 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.
- 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

**Table 1**

Prize Pool	DuitNow	JomPAY	FPX
August	RM10,000 x 1 winner	RM10,000 x 1 winner	RM10,000 x 1 winner
September	RM10,000 x 1 winner	RM10,000 x 1 winner	RM10,000 x 1 winner
October	RM10,000 x 1 winner	RM10,000 x 1 winner	RM10,000 x 1 winner
November	RM10,000 x 1 winner	RM10,000 x 1 winner	RM10,000 x 1 winner

#### 5. Participating Banks

**Table 2**

Affin Bank Berhad	Affin Islamic Bank Berhad	Bank Pertanian Malaysia Berhad (Agrobank)
Alliance Bank Malaysia Berhad	Alliance Islamic Bank Malaysia Berhad	Al-Rajhi Banking & Investment Corporation (Malaysia) Berhad
AmBank (M) Berhad	AmBank Islamic Berhad	Bank Islam Malaysia Berhad
Bank Muamalat Malaysia Berhad	Bank Kerjasama Rakyat Malaysia Berhad	Bank Simpanan Nasional



## DuitNow, JomPAY and FPX: I Dah! You Bila Lagi?

### Terms and Conditions

Bank of China (Malaysia) Berhad	CIMB Bank Berhad	CIMB Islamic Bank Berhad
Citibank Berhad	Hong Leong Bank Berhad	Hong Leong Islamic Bank Berhad
HSBC Bank Malaysia Berhad	HSBC Amanah Malaysia Berhad	Industrial and Commercial Bank of China (ICBC) Malaysia Berhad
Kuwait Finance House (Malaysia) Berhad	Malayan Banking Berhad	Maybank Islamic Berhad
OCBC Bank (Malaysia) Berhad	OCBC Al-Amin (Malaysia) Berhad	Public Bank Berhad
Public Islamic Bank Berhad	RHB Bank Berhad	RHB Islamic Bank Berhad
Standard Chartered Bank Malaysia Berhad	Standard Chartered Saadiq Berhad	United Overseas Bank (Malaysia) Berhad

#### 6. Shortlisting of Winners

- a. For the Monthly Prizes, a total of three (3) winners will be selected by the Organiser on a monthly basis, via a random draw from the pool of eligible transactions throughout the Promotion Period (“Selected Winners”).
- b. Selected Winners for the Monthly Prizes will be contacted by the respective Participating Bank to answer two (2) questions within fourteen (14) business days after the winner selection.
- c. Only three (3) attempts of phone calls will be made during office hours, Monday to Friday (9am - 5pm).
- d. In the event the Selected Winners cannot be contacted i.e. voicemail, line busy or unable to answer questions within one hour from the successful attempt, fails to answer all questions correctly, the Organiser and/or the respective Participating Banks shall allocate the Prize to the next Selected Winner.
- e. The names of the Selected Winners will be announced on PayNet’s website at <https://paynet.my>

#### 7. Prize Redemption



## DuitNow, JomPAY and FPX: I Dah! You Bila Lagi?

### Terms and Conditions

- a. Visual(s) of the Prize 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 Prize.
- b. Unless otherwise specified in the Promotion Terms and Conditions herein, no substitution or replacement of, or modification to the Cash Prizes requested by the Selected Winners will be permitted.
- c. The Selected Winners shall liaise directly with their respective Participating Banks on all matters relating to the Cash Prizes.

#### **8. General Terms and Conditions**

- a. To the fullest extent permitted by the law, in no event will the Organiser and the Participating Banks or any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that the Organiser 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 Organiser have been advised on the possibility of such damages in advance, and all such damages are expressly excluded.
- b. The Organiser shall be entitled to amend, vary, delete or add (“modifications”) to any of these Promotion Terms and Conditions 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 Organiser’s or the Participating Banks’ websites. If any future modifications of this Promotion’s Terms and Conditions are unacceptable to the Eligible Customers, discontinue any further participation in this Promotion.**
- c. Where applicable, to the fullest extent permitted by applicable laws, the Organiser 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. the Organiser accepts no liability (including without limitation, loss of



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### Terms and Conditions

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 Organiser has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

- d. All decisions made by the Organiser 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 Prize 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 Organiser.
- e. This Promotion Terms and Conditions shall be read together with the Additional Terms and Conditions of each Participating Bank which is available at the respective Participating Bank's websites (**collectively, "Terms and Conditions"**).
- f. 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.
- g. The Promotion Terms and Conditions shall be governed and construed in accordance with laws of Malaysia.
- h. Detailed information on the Promotion is available by logging on to <https://paynet.my> at any time during Promotion Period.

### **9. Privacy Notice**

- a. By Participating in the Promotion, the Eligible Customer gives their consent to and authorize the Organiser and/or the Participating Banks 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 Organiser's and/or the Participating Banks website for advertising and publicity purposes.



## DuitNow, JomPAY and FPX: I Dah! You Bila Lagi?

### Terms and Conditions

- b. By Participating in the Promotion, the Eligible Customer gives their consent to and authorize the Organiser to collect their Personal Data on their behalf from the Participating Banks for the purpose of running the Promotion including but not limited to validating and shortlisting of the Eligible Customer.
- c. The Organiser 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 in any other than way that stated herein.
- 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 Organiser at the email address mentioned below by providing the Organiser 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 Organiser hold; and
  - iii) The rights to correct inaccurate Personal Data
- e. If the Eligible Customer's wish to raise any Personal Data issue with the Organiser, or exercise any of their legal rights, please email to [corpcomm@paynet.my](mailto:corpcomm@paynet.my).
- f. The Organiser will take reasonable precautions to keep the Eligible Customer's Personal Data secure, and requires third party processors to do the same. However, the Organiser 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, all Personal Data relating to the Promotion shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other applicable laws in Malaysia.

**[END]**