# POPULAR 95th Anniversary Celebration Redemption Campaign (24 May 2019 – 8 September 2019)

#### TERMS AND CONDITIONS A. ORGANISER

- This Campaign is organised by Popular Book Co. (M) Sdn Bhd (Company No. 113825-W) ("The Organizer") in collaboration with PAYMENTS NETWORK MALAYSIA SDN. BHD. ("PayNet") (Company No.836743-D) (Prize Sponsor).
- 2. **Popular 95th Anniversary Celebration** redemption campaign ("the Campaign") will run in 3 stages:
  - i. Issuance of Redemption Card Period ("Redemption Card") will start from 0:00:00am on 25 May 2019 to 23:59:59pm on 30 June 2019;
  - ii. Sticker-Collection Period from 0:00:00am on 25 May 2019 to 23:59:59pm on 25 August 2019;
  - iii. Gifts Redemption Period from 0:00:00am on 7 June 2019 to 23:59:59pm on 8 September 2019 or subject to availability whichever is earlier.
- 3. All Redemption Cards received after the Gifts Redemption Period will not be entertained. The Organiser reserves the right, at its absolute discretion, to vary, postpone, re-schedule and/or extend the Campaign and/or cancel/terminate the Campaign at any time without prior notice.

## **B. PARTICIPATION ELIGIBILITY**

- This Campaign is open to the cardholders of Automated Teller Machine ("ATM") MyDebit Cards issued by Hong Leong Bank ("the Customers"). Only Customers who are 18 years of age and above and have valid identification document (example: identity card or passport) are eligible to participate in the Contest.
- 2. The Customers must also have an account with Hong Leong Bank which is valid, non-dormant and in good financial standing, during the Campaign Period up until redemption of the Prizes. The Customers shall comply with the eligibility requirement above in order to be "Eligible Customers".

# C. QUALIFYING CRITERIA

- 1. First purchase of a minimum of RM50 in a single receipt/transaction is entitled to a Redemption Card & one (1) sticker in order to participate in the POPULAR 95th Anniversary Celebration Redemption Campaign.
- 2. Every subsequent purchase of RM35 nett in a single receipt gets one (1) sticker. Customers must present both the redemption card and the receipt to redeem the stickers.
- 3. POPULAR Card Members or WAVE with Public Bank MyDebit ATM Cards can redeem the Gifts with seven (7) stickers. NON POPULAR Card Members or WAVE with other MyDebit ATM Cards can the Gifts redeem with nine (9) stickers.
- 4. The Customers must fill in details on the Redemption Card with the information as follows:
  - o Full Name;
  - Identity Card Number;

- Contact Number;
- Email Address;
- POPULAR Card Number (applicable for POPULAR Card members only).
- 5. The Redemption Card complete with the required number of stickers must be submitted to the cashier at all POPULAR Malaysia nationwide outlets, except POPULAR Kuala Selangor and POPULAR Bandar Prima Senawang.
- 6. Late participation will not be eligible. No appeals will be entertained.
- 7. Cancelled purchase or refunded purchase are not valid for participation in the Campaign at the organizer absolute discretion.

## D. GIFTS

- 1. The Gifts for this Campaign is POPULAR Limited Edition Stainless Steel Mug.
- 2. The Gifts will be given out during the Gift Redemption Period on a first-come-firstserved basis subject to availability.
- 3. Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the Gifts requested by the Customers will be permitted.
- 4. Exchange of Gifts for cash are not allowed.
- 5. The Organiser reserves the right to substitute or replace the Gifts offered in this Campaign with a similar valued price with the prize with another item of similar value without prior notice.

# **E. THE PRIZES REDEMPTION**

- 1. The Organiser exclude their responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the Gifts details or any other unforeseen circumstances beyond the Organiser's reasonable control and for any act or default of any third party suppliers or vendors.
- 2. The Organiser reserves the rights to substitute a gift with another gift of similar value without prior notice. All Customers are not allowed to exchange the Gifts for cash.
- 3. Customers are required to redeem their Gift within Gift Redemption Period. Failure to do so will not refund for any unclaimed gifts.
- 4. Customers must take the Gifts as it is. The Gifts are non-refundable and nonexchangeable for cash. The Organiser will not entertain any complaints on the quality and quantity of the Gifts after handing the Gift to a customer.
- 5. The Organiser and PayNet shall not be liable for any loss or damage that occurs to the Gifts during the delivery process. Any additional other costs (i.e. travel expenses) involved to redeem or collect the prizes are to be borne by the Customers.
- 6. The Organiser reserves the rights to postpone the pre-determined date and venue of the Gifts redemption at a later date which shall be notified by the Organiser in case of any unforeseen circumstance.

7. Visual(s) of the Gifts shown in any advertisement, promotional publicity and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual colour of the Gifts.

## F. GENERAL TERMS

- 1. By participating in this Campaign, the Customers agree to release the Organiser and PayNet from any liability, losses, damages rights, and any kind of claims and actions resulting from the acceptance, possession, use or misuse of the Gifts, or any Gifts-related activities taking into account, without limitation, injury, death, and property damage.
- 2. To the fullest extent permitted by applicable laws, the Organiser offer no warranty or representation whatsoever, express, implied or statutory, in relation to the Campaign, the Gift including, but without limitation, the merchantable quality and fitness for purposes in respect of the Gifts. For the avoidance of doubt, the Organiser is the sole party responsible for the Gifts, organizing and implementation of the Campaign. Any queries relating to the Campaign should be made directly to the Organiser.
- 3. The Organiser shall be entitled to amend, vary, delete or add to any of these Campaign Terms and Conditions and/or substitute or replace the Gifts offered in this Campaign with a similar valued gift and/or to modify, cancel, terminate or suspend the Gifts 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 Customers as a result of the above. The Customers are advice to periodically check for updates of this Campaign's Terms and Conditions at the Organiser's or the Participating Banks' websites.
- 4. The Organiser does not accept any responsibility for late or lost cards due to Internet and/or other technical issues. Proof of sending is not proof of receipt.
- 5. No responsibility is accepted for ineligible participation or participation made fraudulently.
- 6. The Organiser retains the rights to forfeit the Gifts if any breach of the Terms and Conditions is found. The Organiser reserves the right to disqualify counterfeit participation, or participation suspected of being counterfeit at any time.
- 7. The Organiser reserves the right to cancel this Campaign at any stage, if deemed necessary, and/or if any circumstance beyond its control arises.
- 8. The Organiser will not entertain any complaints on the quality and quantity of the Gifts after handing the Gifts to the Customers.
- 9. All decisions made in relation to the Campaign shall be final, conclusive and binding.
- 10. In the event of a conflict in the interpretation of this Terms and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.
- 11. The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

#### **G. PRIVACY NOTICE**

- By Participating in the Campaign, the Customers give their consent to and authorize 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 Customers at the Organiser' website for advertising and publicity purposes.
- 2. The Organiser may use and share the Personal Data with a third party service including not limited to PayNet and MyDebit Financial Institution to process the Customers' Personal Data. All such third parties are contractually obliged, not to use the Customers' Personal Data in any other than way that stated herein.
- 3. Under the laws of Malaysia, the rights of the Customers includes:
  - a. 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 Organisers with the Customers' 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.
- 4. If the Customers wish to raise any Personal Data issue with the Organiser, or exercise any of their legal rights, please contact popularmalaysia@popularworld.com
- 5. The Organiser will take reasonable precautions to keep the Customers' Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Customers' Personal Data if required by law, search warrant, subpoena or court order.
- 6. For the purpose of Clause G, all Personal Data relating to the Campaign shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other relevant laws in Malaysia.