



**Checkout & Pay With FPX and Stand A
Chance to Win Prizes Worth Up to
RM300,000.00 ("Promotion")**
Promotion Terms and Conditions

1. Definition

- (a) **"Additional Terms and Conditions"** means the terms and conditions that govern the Promotion (if any) as determined by the Participating Banks.
- (b) **"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
- (c) **"FPX Merchant"** means merchant that have registered to participate in FPX.
- (d) **"FPX Transaction"** means the successful payment of any of a FPX Merchant via FPX. The minimum FPX Transaction for retail payment (B2C) is RM1 while for corporate payment (B2B) is RM2. The FPX Transaction is to be carried out during the Promotion Period through any preferred Internet or Mobile Banking of the Participating Banks.
- (e) **"Organizer"** means Payments Network Malaysia Sdn. Bhd. (Company No.836743-D) (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd)
- (f) **"Participating Banks"** means the list of Banks as set out in Table 1 below.
- (g) **"Participating Third Party Acquirers"** means the list of Third Party Acquirers as set out in Table 2 below.
- (h) **"Prizes"** means the prizes set out in Clause 4 below.

2. Promotion Period

- (a) The Promotion shall run from 00:00 hours (GMT+8) on 1 August 2018 until 23:59 (GMT+8) hours on 31 October 2018 (both dates inclusive) (**"Promotion Period"**).

3. Eligibility and Qualifying Criteria

- (a) This Promotion is open to all customers who perform the FPX Transaction(s) during the Promotion Period, with a valid identification document (example: identity card or passport) (**"Eligible Customers"**).
- (b) FPX Transactions which are incomplete or performed before or after the Promotion Period shall not be accepted and will not be eligible to participate in this Promotion. In



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addition, splitting of bills in making FPX Transaction(s) is not allowed under this Promotion.

(c) The eligibility requirements to participate in this Promotion are as follows :

- i. Only customers who are above eighteen (18) years of age shall be eligible to participate;
- ii. Its’ affiliates and related companies, directors, officers and employees as well as their parents, spouse and children of the Organizer are not eligible to participate in this Promotion nor to win any Prizes;
- iii. Customers’ that hold any accounts with the Participating Banks shall NOT be terminated, suspended, cancelled or dormant within the Promotion Period;
- iv. Customers that hold any accounts with the Participating Banks shall NOT be delinquent or unsatisfactorily conducted as determined by the Participating Banks at its sole and absolute discretion;
- v. Customers who have NOT become insane, declared bankrupt or have legal proceedings of any nature instituted against them shall be eligible to participate.

(d) 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

Category	Prize	Number of winners
Grand Prizes	2 x Honda Civic 1.8S	2
Consolation Prizes	10 x Cash Voucher worth RM5,000.00 each	10

(a) Grand Prizes and Consolation Prizes

- i. Each FPX Transaction from Current/Savings Account performed by an Eligible Customer shall be eligible as one (1) entry.
- ii. Each FPX Transaction from FPX Credit Card Account performed by an Eligible Customer shall be eligible for two (2) entries.
- iii. Eligible Customers will only win one (1) prize throughout the Promotion Period.



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Promotion Terms and Conditions

Table 1

Participating Banks

Affin Bank Berhad	Affin Islamic Bank Berhad	Alliance Bank Malaysia Berhad
Alliance Islamic Bank Malaysia Berhad	AmBank (M) Berhad	AmBank Islamic Berhad
Bank Islam Malaysia Berhad	Bank Muamalat Malaysia Berhad	Bank Kerjasama Rakyat Malaysia
Bank Simpanan Nasional	CIMB Bank Berhad	CIMB Islamic Bank Berhad
Deutsche Bank (Malaysia) Berhad	Hong Leong Bank Berhad	Hong Leong Islamic Bank Berhad
HSBC Bank Malaysia Berhad	HSBC Amanah Malaysia Berhad	Kuwait Finance House
Maybank 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 Berhad (UOB)	

Table 2

Participating Third Party Acquirers (TPA)

Molpay Sdn Bhd	GHL CardPay Sdn Bhd	Revenue Harvest Sdn Bhd
Mobile 88.com Sdn Bhd		

5. Shortlisting of Winners

(a) Grand Prizes and Consolation Prizes

- i. A total of Twelve (12) Eligible Customers will be selected in two (2) rounds of random draws at the Organizer’s own discretion as shown below; (**“Shortlisted Winners”**)

Shortlisted Winners	Transaction Period	Prizes
First draw (6 winners)	1 August – 16 September	1 Grand Prize 5 Consolation Prizes
Second draw (6 Winners)	17 September – 31 October	1 Grand Prize 5 Consolation Prizes

- ii. The Shortlisted Winners will be contacted by Participating Banks or TPA to answer two (2) questions.



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Promotion Terms and Conditions

- iii. Only three (3) attempts of phone calls will be made to the Shortlisted Winners during office hours, Monday to Friday (9am-5pm).
- iv. In the event the Shortlisted Winners cannot be contacted i.e. voicemail, line busy or fails to answer all questions correctly, the Organizer shall allocate the Grand Prizes or Consolation Prizes to the next Shortlisted Winner.
- v. Shortlisted Winners who answer the question correctly will be declared as winner and win the Prizes ("Selected Winners")

6. Grand Prizes and Consolation Prizes Redemption

- (a) The Selected Winners will be contacted by the Participating Banks or TPA for the Grand Prizes and Consolation Prizes redemption arrangement.
- (b) Visual(s) of the Grand Prizes and Consolation Prizes shown in any advertisement, promotional publicity and other materials relating to this Promotion are solely for illustration purposes only and may not depict the actual colour of the Grand Prizes.
- (c) The Grand Prizes shall exclude car registration fee, road tax and insurance/Takaful coverage.
- (d) The Organizer shall not be liable and/or responsible for the transportation costs pertaining to the collection and/or delivery of the Grand Prizes and Consolation Prizes. Any additional costs, duties, taxes and/or incidental expenses or charges incurred in relation to the Grand Prizes shall be solely borne by the Selected Winner.
- (e) The Selected Winner is solely responsible for the claim and collection of the Grand Prizes or Consolation Prizes by attending the prize giving ceremony at a designated redemption venue determined by the Organizer or the authorized car dealer. In the event the Selected Winner is unable to attend the prize giving ceremony, they may nominate an authorised representative to attend on their behalf by issuing a written notification to the Organizer.
- (f) In the event, for whatever reason, the Selected Winner is unable to collect or accept the Grand Prizes or Consolation Prizes, the Selected Winner forfeits any and all claims to the Grand Prizes or Consolation Prizes.
- (g) The delivery of Grand Prizes to the Selected Winners shall be depending on the availability of the Grand Prizes which shall be informed to the Selected Winners by the Organizer from time to time.



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RM300,000.00 ("Promotion")**
Promotion Terms and Conditions

- (h) Unless otherwise specified in the Promotion Terms and Conditions herein, no substitution or replacement of, or modification to the Grand Prizes or Consolation Prizes requested by the Selected Winner will be permitted.

7. General Terms and Conditions

- (a) To the fullest extent permitted by the law, in no event will the Organizer, the Participating Banks and TPA or any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that the Organizer 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 Organizer have been advised on the possibility of such damages in advance, and all such damages are expressly excluded.
- (b) The Organizer shall be entitled to amend, vary, delete or add to any of these Promotion Terms and Conditions and/or substitute or replace the Prizes (Clause 4 above) offered in this Promotion with a similar valued prize and/or to modify, cancel, terminate or suspend the Promotion at any time without prior notice by giving adequate 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.
- (c) To the fullest extent permitted by applicable laws, the Organizer 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.
- (d) For any dispute in relation to the quality or warranty of the Grand Prizes, the Selected Winner(s) shall resolve such dispute with the authorized car dealer without any recourse to the Organizer or the Participating Banks.
- (e) For the purpose of clause (c) above, the Selected Winner(s) shall also be bound by the Terms and Conditions of the authorized car dealer in relation to the Grand Prizes.
- (f) The Consolation Prizes are offered and/or provided solely by the relevant vendors/providers, under such terms and conditions as determined by such vendors/providers and the Organizer accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special



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RM300,000.00 ("Promotion")
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damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Consolation Prizes, even if the Organizer has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

- (g) The Organizer shall not be liable and responsible nor shall accept any liabilities of whatsoever nature howsoever arising or suffered by any Eligible Customer resulting directly or indirectly from this Promotion.
- (h) By Participating in the Promotion, Eligible Customers and Selected Winners give their consent to and authorize the Organizer, Participating Banks and TPA to collect, use, process their names, masked Identification Numbers (IC) 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 Selected Winners at the Participating Bank's website for advertising and publicity purposes.
- (i) All decisions made by the Organizer, the Participating Bank and/or TPA in relation to the Promotion including but not limited to the shortlisting, selection of winners and forfeiture of the Prizes shall be final, conclusive and binding.
- (j) This Promotion Terms and Conditions shall be read together with the Additional Terms and Conditions of each Participating Bank (if any) **(collectively, "Terms and Conditions")**.
- (k) 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.
- (l) Additional Terms and Conditions by Participating Banks are available at the respective Participating Bank's websites.
- (m) The Promotion Terms and Conditions shall be governed and construed in accordance with laws of Malaysia.
- (n) Detailed information on the Promotion is available by logging on to <http://www.paynet.my> or <http://www.paynet.my/fpx/promotions.html> at any time during Promotion Period.

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