

## **TERMS AND CONDITIONS**

### **Organiser & Qualifications**

1. **"Beli & Jimat Dengan Kad MyDebit"** ("**Campaign**") is organized by Lotuss Stores (Malaysia) Sdn Bhd (No. Syarikat: 200001018812 (521419-K)) ("**The Organiser**") in collaboration with Payments Network Malaysia Sdn Bhd ("**PayNet**") (Company No.:200801035403 (836743-D)).
2. The Campaign is open to all MyDebit Automated Teller Machine ("ATM") card members issued by a financial institution in Malaysia. The MyDebit ATM card holder must be 18 years old and above and a Malaysian citizen or a permanent resident with a valid document/personal identification during the Campaign Period ("**Customer**").
3. The Customer must have a valid account with any active financial institution, not dormant and must be in good financial standing during the Campaign Period as well as up to the redemption cash voucher.

### **Campaign Period & Entry Criteria**

1. This Campaign will commence from 9 January 2025 at 12:00 AM until 12 February 2025 at 11:59 PM (Malaysian Time) ("**Campaign Period**"). Any entries received beyond the Campaign Period will be rejected and deemed invalid.
2. A minimum purchase of RM100 and above (in a single receipt/transaction and clearly printed on the bank terminal receipt) at all Lotus's participating physical outlets using MyDebit ATM card as the payment method, within the stipulated Campaign Period will be deemed as a valid entry for this Campaign ("**Proof of Purchase**") to be eligible to redeem RM10 Lotus's voucher ("**Voucher**") per Customer.
3. All redemptions must be made at respective Lotus's Customer Service Counters only during the Campaign period on a first-come, first-served basis and while stock lasts.
4. Each Customer or MyDebit ATM cardholder is only entitled for a maximum of two (2) redemption of Lotus's Vouchers throughout the Campaign Period (i.e., RM20 Lotus's Vouchers in total).
5. The validity period of the Lotus's Voucher is from 9 January 2025 until 9 June 2025. Kindly use the Lotus's Vouchers during its validity and by the expiry date on 9 June 2025.
6. Redemption made beyond the stipulated Campaign Period will be deemed invalid and will be forfeited.

7. The Organiser reserves the right to amend, extend or terminate the Campaign Period without prior notice.
8. Customer are required to submit their physical Proof of Purchase before the redemption/fulfillment can be completed. Failure to do so would result in the cancellation of the cash voucher redemption.
9. Redemption of the cash vouchers are subject 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, losses and damages 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.
10. The Organiser shall not be liable for any losses or damages which occur during the cash voucher redemption process.
11. The Organiser reserves the right to postpone the date and change the place/venue for the cash voucher redemption that has been determined to a later date or another place/venue in the event of any unforeseen circumstances.
12. If applicable, the Organiser shall not be responsible and/or liable for any transportation costs in connection with the redemption. Any additional costs, duties, taxes and/or incidental expenses, costs, fees or charges imposed in respect of the prize collection are solely borne by the Customer.
13. All decisions made by the Organiser in connection with the Campaign including but not limited to the selection of winners are final, conclusive and binding. Any correspondence, inquiries, appeal or objection from the Customer shall not be entertained.

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

1. By participating in this Campaign, the Customer give their consent to the Organiser to publish and use their names and images submitted by the Customer (if any) for advertising, marketing, publicity and/or any other purpose in any medium, without any prior notice nor compensation to the Customer. Customer shall not be entitled to claim ownership or other forms of compensation on the materials.
2. Cash vouchers is not exchangeable for cash. To the extent permitted by law, the Organiser, its agencies, affiliates, and sponsors and their representatives shall not be liable for any defects or misuse of the cash voucher, or to any claims, liabilities, losses or damages in connection with this Campaign.

3. If for any reason this Campaign is unable to proceed as planned for (and not limited) reasons such as computer virus, hacking, unauthorized intervention, fraud, technical failure, any act of government not limited to movement control order or any other reason beyond control, the Organiser reserves the right, in its sole discretion, to revoke, terminate, modify or suspend this Campaign.
4. The Organiser at its sole discretion may remove and/or disqualify any Customer and/or entries if found or suspected of cheating/hacking/tampering with the Campaign redemption process, the operation of this Campaign or in violation of any Terms and Conditions of the Campaign.
5. The Organiser reserves the right to amend the Terms and Conditions at any time.
6. In addition to these Terms and Conditions, any other order or rules of the Campaign as stated at the website <https://bit.ly/3BV4V18> or otherwise, shall also bind all Customers and their participation in this Campaign.
7. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Campaign, the terms and conditions contained at <https://bit.ly/3BV4V18> shall prevail. In the event there is inconsistency between the Malay and English language version of the Terms and Conditions, the English language version of the Terms and Conditions shall prevail.
8. By participating in the Campaign, the Customer gives their consent to the Organiser or any third party appointed by the Organizer to process the Customer's personal data solely for the purposes of this Campaign and in accordance with the Privacy Notice below.
9. Unless stated otherwise, all transportation cost, internet charges, personal costs and/or any and all other costs, fees and/or any and all kind of expenses incurred by the Customer in connection with this Campaign (whether for the purpose of joining, participating in or receiving any benefit or prizes from the Campaign) are at the sole responsibility of the Winner. To the extent permitted by law, the Organiser, its affiliates or authorized agents or representatives shall accept no liability or responsibility whatsoever for those costs/charges/fees/ expenses incurred by the Customer in connection with this Campaign.
10. The Organiser, its affiliates and/or authorized third parties shall accept no liability or responsibility for entries lost, damaged, delayed due to computer, IT or any technical error.

#### **Liability and Responsibility**

1. The Customers shall assume full liability and responsibility for any liability, unexpected event, injury, damage, claim or accident (including death) caused by their participation in this Campaign and/or

redemption and/or use of the cash voucher and agree to release the Organiser and its agencies from any claim whatsoever for any injury, accident, loss of life nor loss of economy and others.

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 purposes of this Campaign) be liable for any loss or damage (including loss of income, profits or goodwill or indirect damages, 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 Campaign, although the Organiser has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
3. By participating in this Campaign, the Customers agrees to comply with all the decisions made by the Organiser and agrees unconditionally to the Terms & Conditions of this Campaign and all decisions made by the Organiser.
4. The Organiser would like to alert the Customer to take reasonable precautions when receiving any phone calls or messages requesting your personal information(s) during and/or after the Campaign. The Organiser would also like to advise our valued Customers to contact the Organiser for verification regarding the Campaign.

### **Privacy Notice**

1. By participating in this Campaign, the Customers give their consent to and authorize to their respective bank to disclose to the Organiser, 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 Campaign, including but not limited to announcing and publishing Personal Data and/or photos of the Customer the Organiser's website for advertising and publicity purposes.
2. By participating in the Campaign, Customer consents and authorizes the Organiser to use a third-party service including but not limited to any MyDebit financial institution to process the Customer's Personal Data. All such third parties are contractually obliged, not to use the Customer's Personal Data in any other than way that stated herein.
3. Under the laws of Malaysia, the rights of Customers includes:
  - 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 Customer'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.

4. Customer may refer to the Organiser's website Terms and Conditions at <https://bit.ly/3BV4V18> . To call the Organiser's helpline line during working hours, 9am-5pm, Mon - Fri (except for state and public holidays) at +603 7886 5886 for any info pertaining to data protection or legal rights.
5. The Organiser will take reasonable precautions to keep Customer's Personal Data secure and requires any third-party processors to do the same. However, the Organiser may disclose the Customer's Personal Data if required by law, search warrant, subpoena, or court order.
6. Any matter to the Personal Data relating to this Campaign shall be governed by and dealt with in the Personal Data Protection Act 2010 and any relevant laws in Malaysia.

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