



## JomPAY Nationwide Campaign

("Promotion/Promotion Terms and Conditions")

### **IMPORTANT NOTICE**

These updated Terms and Conditions (Version 1.1) shall take effect from 1 August 2018 and applicable for the Second Draw of the Promotion.

#### **1. Definition**

- (a) **"Additional Terms and Conditions"** means the terms and conditions that govern the weekly and monthly prizes as determined by the Participating Banks.
- (b) **"JomPAY"** means a national initiative supported by Participating Banks to enable online bill and invoice payments across Malaysia.
- (c) **"JomPAY Billers"** means Billers that have registered to participate in JomPAY.
- (d) **"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 of the Participating Banks.
- (e) **"Organizer"** means Payments Network Malaysia Sdn. Bhd. (Company No.836743-D).
- (f) **"Participating Banks"** means the list of Banks as set out in Table 1 below.
- (g) **"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 23<sup>rd</sup> April 2018 until 23:59 (GMT+8) hours on 30<sup>th</sup> September 2018 (both dates inclusive) (**"Promotion Period"**).

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

- (a) This Promotion is open to all customers (retail banks only) who perform the JomPAY Transaction(s) during the Promotion Period, with a valid identification document (example: identity card or passport) (**"Eligible Customers"**). **However customers are not allowed to split payment of any bills/invoices of a JomPAY Biller for this promotion. For e.g., if you are paying a JomPAY Biller bills/invoice amounting to RM90, you are not allowed to split the payment into three split transactions of RM30. Otherwise the split transactions will not be counted or eligible for winning any prizes.**
- (b) JomPAY Transactions which are incomplete or performed before or after the Promotion Period shall not be accepted and will be forfeited.



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- (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**

<b>Category</b>	<b>Prize</b>	<b>Number of winners</b>
Grand Prizes	2 x MINI John Cooper Works Car (3 door)	2
Consolation Prizes	4 x iPhone X 256GB	4
Weekly/Monthly Prizes	Please refer to Participating Bank’s Additional Terms & Conditions on their individual websites (if any).	

##### **a) Grand Prizes and Consolation Prizes**

- i. Eligible Customers who save a JomPAY Biller as ‘favourite’ and perform the JomPAY Transaction through the listed Participating Banks in Table 1 will be in the running to win one of the Grand Prizes or Consolation Prizes. (Pay to ‘favourite’).
- ii. Each JomPAY Transaction performed by an Eligible Customer shall be eligible as one (1) entry.
- iii. Eligible Customers will only win one (1) prize throughout the Promotion Period.

E.g. If Chris wins one of the Grand Prizes, he will not be eligible to win the Consolation Prizes



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**Table 1**  
**Participating Banks**

Affin Bank Berhad	Affin Islamic Bank 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	Bank Simpanan Nasional
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)
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)

**b) Weekly/Monthly Prizes**

- i. Eligible Customers who perform any JomPAY Transaction within the Promotion Period through the listed Participating Banks in **Table 1** will also be eligible to win the Weekly and/or the Monthly Prizes. (open payment & pay to 'favourite')

E.g. Kate adds Maxis as her 'favourite' JomPAY payee and makes payment to her Maxis bill via JomPAY at Bank A; she may win the Grand Prizes/Consolation Prizes offered by the Organizer and also the Weekly and/or Monthly Prize offered by Bank A.

**5. Shortlisting of Winners**

**a) Grand Prizes and Consolation Prizes**

- i. A total of Six (6) Eligible Customers will be selected in two (2) rounds of random draws at the Organizer's own discretion as shown below; ("**Selected Winners**")

<b>Selected Winners</b>	<b>Transaction Period</b>	<b>Winner Selection</b>	<b>Prizes</b>
<b>First draw</b> (3 Winners)	23 <sup>rd</sup> April – 31 <sup>st</sup> July 2018	August 2018	1 Grand Prize 2 Consolation Prizes
<b>Second draw</b> (3 Winners)	1 <sup>st</sup> August – 30 <sup>th</sup> September 2018	October 2018	1 Grand Prize 2 Consolation Prizes



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- ii. The Selected Winners will be contacted by the respective Participating Bank to answer two (2) questions within **three (3)** business days after the winner selection.
- iii. Only three (3) attempts of phone calls will be made during office hours, Monday to Friday (9am-5pm).
- iv. In the event the Selected Winners cannot be contacted i.e. voicemail, line busy or fails to answer all questions correctly, the Organizer and/or the respective Participating Bank shall allocate the Grand Prizes or Consolation Prizes to the next Selected Winner.

### **b) Weekly/Monthly Prizes**

- i. Eligible Customers will be selected by each respective Participating Bank in accordance with the criteria's specified in the Additional Terms and Conditions under item 7(j) below to win the Weekly and/or Monthly Prizes ("**Selected Winners**").

## **6. Grand Prizes and Consolation Prizes Redemption**

- a) The Selected Winner will be contacted by the Participating Bank 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 at a designated redemption venue determined by the Organizer or the authorized car dealer.
- 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) Unless otherwise specified in the Promotion Terms and Conditions herein, no substitution



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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 and the Participating Banks 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 ("modifications") 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. 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 Organizer'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. 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



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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 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 and Participating Banks 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 and/or the Participating Bank 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 (**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 [www.jompay.com.my](http://www.jompay.com.my) at any time during Promotion Period.

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