



## **JomPAY Nationwide Campaign** ("Promotion/Promotion Terms and Conditions")

### **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 Malaysian Electronic Clearing Corporation 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 17<sup>th</sup> April 2017 until 23:59 (GMT+8) hours on 31<sup>st</sup> July 2017 (both dates inclusive) (**"Promotion Period"**)

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

- (a) This Promotion is open to all customers (retail and corporate) who perform the JomPAY Transaction(s) during the Promotion Period, with a valid identification document (example: identity card, passport or business registration) (**"Eligible Customers"**).
- (b) JomPAY Transactions which are incomplete or performed before or after the Promotion Period shall be disqualified.
- (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. The Organizer's employees shall NOT be eligible to participate to win the Grand Prize but are eligible to participate to win the Weekly and Monthly Prizes;



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- 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.

**4. Prizes**

Category	Prize	Number of winners
Grand Prize	2 x Mercedes A200 AMG Line Cars	2
Weekly & Monthly Prizes	Please refer to Participating Bank’s Additional Terms & Conditions on their individual websites	

**a) Grand Prize**

- 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 the Grand Prize. (Pay to ‘favourite’)
- ii. Each JomPAY Transaction performed by an Eligible Customer shall be eligible as one (1) entry.

**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 of America Malaysia Berhad	Bank Muamalat Malaysia Berhad	Bank Kerjasama Rakyat Malaysia
BNP Paribas Malaysia Berhad	Bank Simpanan Nasional	Bank of Tokyo-Mitsubishi UFJ (Malaysia) Berhad
CIMB Bank Berhad	CIMB Islamic Bank Berhad	Citibank Berhad



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Deutsche Bank (Malaysia) 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)
J.P. Morgan Chase Bank Berhad	Kuwait Finance House	Maybank Berhad
Maybank Islamic Berhad	Mizuho Bank (Malaysia) Berhad	OCBC Bank (Malaysia) Berhad
OCBC Al-Amin (Malaysia) Berhad	Public Bank Berhad	Public Islamic Bank Berhad
RHB Bank Berhad	RHB Islamic Bank Berhad	Sumitomo Mitsui Banking Corporation Malaysia Berhad (SMBC)
Standard Chartered Bank Malaysia Berhad	Standard Chartered Saadiq Berhad	United Overseas Bank Berhad (UOB)

### b) Weekly and Monthly Prizes

- i. Eligible Customers who perform any JomPAY Transaction 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. John adds Maxis as his 'favourite' JomPAY payee and makes payment to his Maxis bill via JomPAY at Bank A; he may win the Grand Prize by the Organizer and the Weekly and/or Monthly Prize by Bank A.

## 5. Shortlisting of Winners

### a) Grand Prize:

- i. Two (2) Eligible Customers will be selected via a random draw at the Organizer's own discretion as shown below; ("**Selected Winners**")

Grand Prize Winner	Transaction Period	Winner Selection Date
First draw	17 April – 31 May 2017	12 June 2017
Second draw	1 June – 31 July 2017	11 August 2017

- 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 date.
- iii. Only three (3) attempts of phone calls will be made during office hours, Monday to Friday (9am-5pm).



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- 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 Prize 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(h) below to win the Weekly and/or Monthly Prizes ("**Selected Winners**").

## **6. Grand Prize Redemption**

- a) The Selected Winner will be contacted by the Participating Bank or authorized car dealer for the Grand Prize redemption arrangement.
- b) Visual(s) of the Grand Prize 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 and model of the Grand Prize.
- c) The Grand Prize shall exclude car registration fee, road tax and insurance/Takaful coverage. The Organizer shall not be liable and/or responsible for the transportation costs pertaining to the collection and/or delivery of the Grand Prize. Any additional costs, duties, taxes and/or incidental expenses or charges incurred in relation to the Grand Prize shall be solely borne by the Selected Winner.
- d) The Selected Winner is solely responsible for the claim and collection of the Grand Prize at a designated redemption venue determined by the Organizer or the authorized car dealer.
- e) In the event, for whatever reason, the Selected Winner is unable to collect or accept the Grand Prize, the Selected Winner forfeits any and all claims to the Grand Prize.
- f) Unless otherwise specified in the Promotion Terms and Conditions herein, no substitution or replacement of, or modification to the Grand Prize requested by the Selected Winner will be permitted.

## **7. General Terms and Conditions**

- a. 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



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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.

- b. 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.
- c. For any dispute in relation to the quality or warranty of the Grand Prize, the Selected Winner(s) shall resolve such dispute with the authorized car dealer without any recourse to the Organizer or the Participating Banks.
- d. 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 Prize.
- e. 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.
- f. By Participating in the Promotion, Eligible Customers and Selected Winners give their consent to and authorize the 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.
- g. 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.
- h. This Promotion Terms and Conditions shall be read together with the Additional Terms and Conditions of each Participating Bank (**collectively, "Terms and Conditions"**).
- i. 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 version, the English version shall prevail.



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- j. Additional Terms and Conditions by Participating Banks are available at the respective Participating Bank's websites.
- k. The Promotion Terms and Conditions shall be governed and construed in accordance with laws of Malaysia.
- l. 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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