

BAYAR & MENANG CONTEST

TERMS AND CONDITIONS

1.0 About the Contest/Contest Period

- 1.1 The Bayar & Menang Contest (“**Contest**”) organized by Pos Malaysia Berhad (199101019653 (22990-M)) (“**Pos Malaysia** or **Organiser**”) in collaboration with Visa Worldwide Pte. Limited (“**Visa**”) (Registration No. 200719281K) will run from 20 February to 30 June 2023 (both dates are inclusive) (“**Contest Period**”).
- 1.2 The Organiser reserves the right to change, postpone, reschedule, or extend the Contest Period or suspend or terminate the Contest at its sole and absolute discretion as it deems fit without prior notice and/or without assigning any reason.

2.0 Eligibility Criteria

- 2.1 The Contest is open to all Pos Malaysia’s walk-in customers (citizens or permanent residents of Malaysia) with existing Principal or Supplementary Visa cardholders including employees of the Organiser, their respective immediate family members, meaning parents, spouses, children and siblings with a validly issued Government of Malaysia National Registration Identification Card (NRIC), and aged 18 years old and above at the start of the Contest Period (“**Participants**”).
- 2.2 The following person are not eligible to participate in the Contest:
 - i. Permanent and/or contract employees of Visa (including its subsidiaries and related companies), including their respective immediate family members, meaning parents, spouses, children and siblings;
 - ii. Representatives and/or agents (including advertising agencies and contest management agents) of Visa, including their respective immediate family members, meaning parents, spouses, children and siblings.
- 2.3 Automatic participation when Participants spend and pay using Principal or Supplementary Visa (credit/debit/prepaid card) for Pos Malaysia’s selected products or services (“**Pos selected products/services**”) from any of Pos

Malaysia's outlets ("**Pos outlets**") with a minimum spend of Ringgit Malaysia One Hundred (RM100) in a single receipt during the Contest Period.

- 2.4 Customer need to provide their details i.e. full name, handphone number, email address and Visa credit/debit/prepaid card number (first 4 digits) to Pos Malaysia counter staff during the transaction.
- 2.5 The Pos selected products/services are:
- i. Insurance / Takaful
(Private Car & Motorcycle, Personal Accident, Life Insurance & Family Takaful & General Insurance)
 - ii. Bill payments
(Utility – Telecommunications (except epay), Electricity, Water, Gas) Government Agencies & Local Authorities (except summon), Quit Rent & Assessment and Loan Repayment (except banking))
 - iii. Road Transport Department (JPJ) Services – Road Tax & Driving License Renewals
 - iv. Basic Will Writing & Estate Administration Referral (MyAngkasa)
 - v. Kit Kifayah
- 2.6 The Pos outlets are:
- i. Post Offices
 - ii. Pos Laju Outlets
 - iii. Pos Laju Service Centres
 - iv. Pos Laju Kiosks
 - v. Pos Laju Ezidrive-Thru

3.0 Mechanisms of Entry

- 3.1 One (1) receipt entitles a Participant to one (1) entry only.
- 3.2 Participants must keep the original receipt(s) throughout the Contest Period as Participants may be required to produce the receipts as proof of purchase for verification and prize redemption purposes.

- 3.3 The receipt must contain legible, clear and valid receipt number, name and/or logo of the Pos outlets and description of the Pos Malaysia selected products/services.
- 3.4 Failure to produce the original receipt and identification document upon request will result in disqualification and prize forfeiture.
- 3.5 The Organiser will not be responsible for entries for the Contest that cannot be processed due to technical or operational reasons.
- 3.6 The Organiser reserves the right to disqualify or reject, at its sole and absolute discretion, any entries:
- a) in respect of receipts that are lost, misdirected, reprinted, duplicate, illegible, incorrect, unclear and/or damaged or contain inaccurate details and/or;
 - b) that are inappropriate, incomplete or failed to comply with any of these Terms and Conditions, which includes, but not limited to, failure to meet Contest eligibility criteria or entry that contains obscene, libelous, racially disparaging, defamatory, harassing or threatening or unlawful content;
 - c) containing fraudulent information using false identity or other particulars with the intention to deceive or misrepresent; or
 - d) that breaches any applicable laws and/or regulations.

Any ineligible entry(s) submitted will be summarily disqualified and are non-appealable.

4.0 Contest Prizes (“Prizes”)

4.1 There will be one hundred sixty nine (169) lucky winners (“**Winners**”) throughout the Contest Period.

4.2 The Prizes offered are as follows:

a) Main Prizes

Category	No. of Winners	Prizes
Grand Prize	1	Honda CR-V 2.0 2WD
First Prize	7	MacBook Air
Second Prize	5	Samsung Galaxy Z Flip4

b) Monthly Consolation Prizes

Category	No. of Winners	Prizes
Consolation Prize	156 (39 / month)	RM400 AEON Vouchers

**The draw will be made in March, April, May and June 2023*

- 4.3 The Organiser and Visa reserves the right at its sole discretion to substitute any of the Prizes with other prizes with equal value at any time without prior notice. The Organiser and Visa shall not be liable for any loss or damage incurred, whether directly or indirectly, with regards to the substitution of Prizes.
- 4.4 The prize involving a motor vehicle comes with:
- i. Standard accessories from the manufacturer; and
 - ii. Standard number plate fee;
- 4.5 The above-mentioned Prizes excludes all other costs, fees, licences and charges such as:
- i. Registration Fees
 - ii. Road Tax
 - iii. Insurance
 - iv. Freight charges
 - v. Taxes
 - vi. Extended warranties
 - vii. Accessories other than in-the-box accessories as supplied by the manufacturer
- 4.6 In the case where the prize won is a motor vehicle, the date of will depend on the time and processes required including but not limited to logistics, registration, ownership transfer, stock availability and other relevant details.
- 4.7 All risk to a motor vehicle won by the Winner will be borne by the Winner upon collection of the motor vehicle. The Winner will contact the manufacturer of the motor vehicle for all warranties and defects and deficiencies claims.

- 4.8 Entries will be accumulated at the end of the Contest Period for the Main Prizes. Entries will be accumulated at the end of every month for Monthly Consolation Prize winners.
- 4.9 The Participants will still stand a chance to win the Grand Prize, First Prize and Second Prize, even if they have already been selected as the Monthly Consolation Prize winner.
- 4.10 Prizes are strictly not transferable, assignable, non-refundable, non-exchangeable, or redeemable and absolutely non-negotiable by the Participant in any other form or manner other than that specified by the Organiser.
- 4.11 The Organizer makes no warranties or representations whatsoever with respect to the condition, description, quality, fitness for purpose, content, suitability and value of the Prizes and shall not be responsible nor liable for any defects, deficiencies, errors, problems and/or damage thereto or arising there from.
- 4.12 Winners shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption, collection and/or usage of the Prizes. The Organiser shall not be held responsible for any loss, damage or injury (including death), delay in any manner whatsoever suffered by the Winners as a result of the participation in the Contest and/or the use of the Prizes.
- 4.13 The Prizes must be claimed on the date and location that will be stipulated by the Organiser. The Organiser and Visa reserves the right to forfeit the Prizes if the Winners failed to claim the Prizes within stipulated duration and the Organizer shall not reimburse or compensate the Winner for such forfeiture. The Organizer shall not be obliged to give extension notice of the Prize collection period. Any cost relating to the collection of the Prizes will not be borne by the Organiser.
- 4.14 Prizes must be claimed in person. Identification which includes NRIC which displays a photograph of the Winner will be required. In the event the Organizer agrees to post/courier a Prize to a Winner, the Organizer will not be held liable of

non-receipt or loss of Prize or damage caused during the delivery process. No replacement and/or exchange of Prize will be entertained.

- 4.15 Under special circumstances and subject to the absolute discretion of the Organizer, a Winner may nominate a designated representative to collect the Prize. The representative will be required to present a written authorization in the form required by the Organiser from the Winner and photocopy of Winner's NRIC (front & back).
- 4.16 All Prizes are collected, redeemed and accepted entirely at the risk of the Winner, and the Organizer excludes all warranties in connection with any Prize to the extent permitted by law.
- 4.17 In the event that a Winner chooses not to accept a Prize, they forfeit any and all claims to that Prize, which will be dealt with according to the absolute discretion of the Organizer.
- 4.18 In the event the Organizer has a prize giving ceremony, the Winners are required to attend at his/her own cost and expense to attend the prize giving ceremony and collect the Prize. In the event the Winner is not able to attend the prize giving ceremony, the Winner must nominate a representative to be present at the prize giving ceremony to accept the Prize on his/her behalf otherwise the Winner is deemed to have forfeited the Prize and the Organiser shall be entitled to select a new Winner.
- 4.19 All taxes and service charges from any government or government agency from any jurisdiction and whether federal, state, local or municipal associated with the Prizes shall be borne by the Winner.

5.0 Eligibility of Winners

- 5.1 Selection of Winners ("**Eligible Winners**") will be selected randomly. However, the Organiser reserves the right in its absolute discretion to vary or change the winner's selection process without any prior notice to the Participants.

- 5.2 The Organiser will inform the Eligible Winners via telephone or electronic mail (poscampaign@pos.com.my) for authentication identity verification and ask one (1) simple question before being declared as a winner (“**Winner**”). The Organiser reserves the right to disqualify Eligible Winner(s) due to his/her failure to provide complete and accurate information, does not answer or incorrect answer to the Contest question during the call or through the e-mail for verification.
- 5.3 In the event the Eligible Winners cannot be contacted after three (3) attempts i.e., no reply, telephone number not in service, no connection or not interested to be the Winners, the Prizes will be allocated to the next Eligible Winners as per the Terms and Conditions of the Contest. The Organiser will not be liable if the Eligible Winners could not be reached or communicated with for any reason whatsoever.
- 5.4 In addition, the Organiser reserves the right to disqualify any Participant that:
- a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; or
 - b) are unable to provide proof of eligibility to participate in the Contest for Pos Malaysia’s verification as and when requested.
- In the event of disqualification after the Prize is awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Winner.
- 5.5 The name of the Winners will be announced through the Organiser’s website and official social media platforms. The selection and decision of the Organiser on the Winners shall be final, conclusive and binding on all Participants and shall not be contested nor disputed by the Participants. No further correspondence, appeals, protests or attempts to dispute the same would be entertained in any event whatsoever.
- 5.6 All Prizes are collected, redeemed and accepted are entirely at the risk of the Winner, and the Organizer excludes all warranties in connection with any Prize to the extent permitted by law.

5.7 In the event of disqualification after the Prizes are awarded, the Organiser reserves the right to demand for the return of the Prizes or payment of its value from the disqualified Participant.

6.0 General

6.1 By participating in this Contest, the Participant agrees to be bound by these terms and conditions and the decisions of the Organiser. The Organiser reserves the right to change, delete, add or amend any part of these Terms and Conditions at its sole and absolute discretion as it deems fit without prior notice or without assigning any reason and it shall be binding on all Participants.

6.2 By participating in this Contest, the Organiser and Visa reserve the right to publish and display the names, redacted NRIC and images of the Winners, photographs and/or videos and other visual and audio recording of the Winners and audio and/or visual recording for any mass media and promotion and marketing and publicity purposes without having to give the Winners prior notice and/or pay any fees, royalties, compensation and/or give any attribution under any law. The Organiser and Visa shall be entitled to edit, modify, alter, change, crop, delete, amend, colourise, sharpening etc of any image or photographs and/or videos and/or any visual and audio recording of the Winners or in which the Winner appears or is depicted or recorded.

6.3 The Organiser's decision on all matters relating to the Contest shall be final, conclusive and binding. No correspondence, appeals, protests or attempts to dispute the same would be entertained by the Organiser.

6.4 Any costs incurred by the Participants and/or Winners for transportation, accommodation, fees and/or any other expenses related to this Contest and/or the collection, claiming, redemption and use of the Prizes are to be borne in full by the Participants and Winners.

6.5 The Organiser and Visa, and/or the Organiser and Visa's directors, shareholders, members, affiliates and associates or subsidiaries are not liable for any loss or damage (including, no boundaries, loss of income, profits or granting, whether directly or indirectly, intentionally or unintentionally, damages consequential, exemplary, punitive or special) arising from contract, tort, negligence, common law,

equity or any theory of law and whether for loss of expectation, reputation, enjoyment, injury or disappointment suffered or otherwise, in connection with participation in this Contest.

- 6.6 For the avoidance of doubt, any cancellation, revision, termination or suspension of the Contest by the Organiser will not entitle the Participants and/or Winners to any claim or compensation against the Organiser for any and all loss or damage suffered or incurred by the Participants and/or Winners as a direct or indirect result of the act of cancellation, revision, termination or suspension of the Contest.
- 6.7 Participants are advised to regularly visit the official website of the Organiser at www.pos.com.my from time to time for any changes or amendments in respect of this Contest and these Terms and Conditions.

7.0 Privacy Policy

- 7.1 By participating in this Contest, Participants are deemed to have consented to the collection, processing, transfer and storage of their personal data by the Organiser and Visa for the purpose of this Contest and/ or any other promotional and marketing activities and all permitted uses under law.
- 7.2 The Organiser respects the privacy of its customers and are committed to protect the privacy of every Participant. When the Participants provides personal information to participate in this Contest, the personal information will be included in the list of receiving news/notice of any promotional, brochures including the e-mail or sms for other information. "Identity Personal Information" refers to any information that can identify or used for contacting purposes such as names, mailing addresses, telephone numbers and e-mail addresses.

By participating in the Contest, the Participants acknowledges and agrees that the Organiser may share the Participants personal information that has been received by the Organiser and its group of companies, affiliate, or subsidiaries for products offering, promotion and services to the Participants. "Group Company" refers to the company related to the Organiser with control or ownership, and customers agree to the use Identity Personal Information for the purpose.

8.0 Law and Jurisdiction

- 8.1 By participating in this Contest, Participants acknowledge and agree that the Participants will be bound by the Terms and Conditions of this Contest and the Terms and Conditions of this Contest shall be construed and governed in accordance to the laws of Malaysia.

- 8.2 By participating in this Contest, the Participants shall submit to the exclusive jurisdiction of the courts of Malaysia in respect of any or all of the disputes that may arise in relation to and pursuant to the Contest.