

## **KASI-JOIN-LA CAMPAIGN TERMS AND CONDITIONS**

### **A. ABOUT THE CAMPAIGN**

1. This Kasi-Join-La campaign (“Campaign”) is organised by Presto Pay Sdn. Bhd. (Company No. 795818-U) (formerly known as EPP Solution Sdn. Bhd.) (“Organiser”) and is open to individuals who are registered user of Presto App and who have fulfilled the Eligibility Criteria for the Campaign as set out in **Item 2.1 of Part B**.
2. The Campaign will begin at 11.00 am, 22<sup>nd</sup> July 2019 and end at 11.59 pm, 4<sup>th</sup> August 2019 (“Campaign Period”).
3. To participate in this Campaign and subject to the fulfilment of Eligibility Criteria, the Participant (as defined in **Item 1.1 of Part B**) is required to link the Participant’s Presto Account with PrestoMall Account by logging to the Participant’s Presto Account and click “Link Now” which shall redirect the Participant to PrestoMall’s login page. Participant shall be required to key in the Participant’s PrestoMall’s username and password for successful linkage of accounts.
4. The prizes for completing the linkage of Participant’s Presto Account with PrestoMall Account are:
  - (a) one time random CASH BACK ranging from Ringgit Malaysia Three (RM3.00) to Ringgit Malaysia Fifty (RM50.00) (“Random CASH BACK”). The Random CASH BACK shall be deposited to the Participant’s PrestoPay, subject to the Terms of Use (as defined in **Item 1.1 Part B**);
  - (b) two thousand (2,000) presto tokens, subject to the Terms of Use; and/or
  - (c) eight (8) types of coupons from Jocom, F&N, Nescafe, Best Denki, Senheng, Home Blind, Super and/or Wall’s Ice Cream (“Coupons”). Each Participant is entitled to download the Coupons for ten (10) times, with each Coupons (i) valid for 24 hours; and (ii) valid for use in PrestoMall, subject to the discount entitlement and specific conditions as PrestoMall shall decide(hereinafter collectively referred to as “Prizes”).
5. The Prizes stated in **Item 4 of Part A** is on a first come first serve basis and is subject to availability. Once the Prizes are fully redeemed, no further Prizes shall be redeemable.
6. The Organiser reserves the right to discontinue the redemption of Prizes or change, alter and/or substitute any of the Prizes with other prizes.
7. Participant shall only be allowed to bind ONLY ONE Presto Account with ONE PrestoMall Account. In the event the Participant wishes to bind different existing Presto Account with PrestoMall Account, the Participant shall be required to unlink the linked accounts by contacting Presto Care at [support@prestouniverse.com](mailto:support@prestouniverse.com).
8. All Prizes are accepted entirely at the risk of the Participant and are awarded by the Organiser on an “as-is” and “as available” basis and without any warranty of any kind, express or implied.
9. The Organiser reserves the right to disqualify any linkage of Presto Account with PrestoMall Account without any prior notice or providing any reasons whatsoever.

## **B. TERMS AND CONDITIONS OF THE CAMPAIGN**

### **1. APPLICABILITY AND BINDING EFFECT**

- 1.1 The following Terms and Conditions (“Campaign T&Cs”) and Presto App’s Terms of Use (“Terms of Use”) [click here](#) (collectively “Terms and Conditions”) together with the Privacy Policy shall be binding on all Presto App user who participate in the Campaign (“Participant”). All capitalized term not expressly defined herein shall have the meaning as ascribed in the Terms of Use and Privacy Policy.
- 1.2 The Campaign will be held during the Campaign Period as set out in **Item 2 of Part A**. The Organiser reserves the right at its sole and absolute discretion, to vary, postpone or re-schedule the dates of the Campaign or vary the duration of the Campaign Period, at any time and without any liability.
- 1.3 The Organiser reserves the right at its sole and absolute discretion, to change, amend, delete or add to the Terms and Conditions and other applicable rules and regulations including the mechanism of the Campaign as set out in **Item 3 of Part A**, at any time and without any liability.
- 1.4 The Organiser may terminate or suspend the Campaign at any time at its sole and absolute discretion in which case, the Organiser may elect not to award any Prizes. Such termination or suspension will not give rise to any claim by the Participant. If the Campaign is resumed by the Organiser, the Participant shall abide by the Organiser’s decision regarding resumption of the Campaign and disposition of the Prizes.
- 1.5 By accessing, participating or continuing to access and/or participate in the Campaign, the Participant shall be deemed to have read, understood and agreed to be bound by the Terms and Conditions and Privacy Policy, as may be amended and/or varied by the Organiser from time to time.
- 1.6 All participation in the Campaign shall be at the Participant’s own risk and liability.

### **2. ELIGIBILITY**

- 2.1 Participant must be individuals who:
  - (a) have a valid registered Presto Account with one (1) registered mobile number ONLY; and
  - (b) is a Malaysian citizen aged eighteen (18) years old and above during the Campaign Period. Participant under the age of eighteen (18) during the Campaign Period shall obtain parental and/or legal guardian’s consent before participating in the Campaign. Such consent shall be the responsibility of the Participant(hereinafter collectively referred to as “Eligibility Criteria”).

### **3. DISQUALIFICATION**

- 3.1 The Organiser reserves the right to disqualify Participant and/or revoke the Prizes at any stage of the Campaign if:-
  - (a) the Participant does not meet any of the Eligibility Criteria;

- (b) the Participant breaches any of the Terms and Conditions or other rules and regulations of the Campaign or has violated any applicable laws or regulations; and/or
  - (c) in the Organiser's sole determination, it believes that the Participant has attempted to undermine the operation of the Campaign by fraud, cheating, deception or manipulation of the Campaign mechanics;
- 3.2 In the event of a disqualification after the Prizes has been awarded, the Organiser reserves the right to demand for the return of the Prizes or payment of its value from the ineligible Participant.

#### 4. **WARRANTIES**

- 4.1 The Participant represents and warrants with the Organiser that the Participant has met all the Eligibility Criteria and has the right, authority and power to enter into the Campaign in accordance with Terms and Conditions as well as the Privacy Policy.
- 4.2 In consideration of the Organiser offering the Participant the opportunity to participate in the Campaign, the Participant hereby unconditionally and irrevocably:
- (a) confirms that the Participant has read, understood and agrees to abide by Terms and Conditions and the Privacy Policy and shall cooperate and follow all directions given to the Participant;
  - (b) agrees to the use of the Participant's name and/or likeness and to the use of any personal information/data submitted/available in the Campaign and Organiser's database ("Personal Data"), without compensation, for the Organiser's promotional and marketing purposes. The Participant further acknowledges that in respect of any Personal Data disclosed to the Organiser or obtained by the Organiser pursuant to this Campaign, the Participant has consented to or is authorised for the disclosure of such Personal Data under the Personal Data Protection Act 2010 ("PDPA"); and
  - (c) agrees that the linkage of accounts shall be subject to the respective terms of use and privacy policy of PrestoMall and Presto App;
- 4.3 agrees that all Prizes to be awarded in the Campaign is contingent upon:
- (a) the accuracy of the information provided and disclosures made by the Participant of the Participant's particulars/details and the Participant's fulfilment of the Eligibility Criteria; and
  - (b) the full and complete performance of the Participant's warranties, undertakings and obligations hereunder;
- 4.4 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser into disrepute; and
- 4.5 agrees to indemnify and keep indemnified the Organiser against any damages, losses, costs, claims (including third party claims) and/or expenses whether arising directly or indirectly from the Participant's negligence, omission, act and/or breach of the terms and conditions herein including but not limited to breach of warranties, undertakings and obligations.

## 5. EXCLUSION OF LIABILITY

- 5.1 The Organiser shall not be responsible for any computer system, phone line, technical, hardware, software, or program failures of any kind, lost or unavailable network connections, incomplete and/or garbled or delayed computer transmission or failure or instability of network connections that may occur in the course of the Participant linking Presto Account and PrestoMall Account.
- 5.2 All Prizes collected shall be used/taken entirely at the risk of the Participant at all times and to the extent permitted by law, the Organiser shall not be liable for any loss or damage whatsoever including but not limited to any indirect or consequential loss or damages, or for personal injury which is suffered or sustained as a result of Prizes collection and/or fulfilment. The Organiser further excludes all warranties and liabilities in connection with the Prizes to the fullest extent permitted by law including warranties of merchantability and fitness for a particular purposes.
- 5.3 In no event shall the Organiser be liable to the Participant or to anyone else for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever, whether in contract, negligence or in tort, arising out of or in connection with the Campaign, the Prizes and the Participant's participation in the Campaign including any cancellation or postponement of the Campaign.

## C. GENERAL

1. The Campaign shall be governed by the laws of Malaysia. It shall be the Participant's responsibility and obligation to ensure compliance with all laws that are applicable and relevant to the Campaign, the Prizes and the Participant's participation in the Campaign.
2. The Organiser, its appointed agents/service providers and representatives shall not be liable to perform any of their obligations in respect of the Campaign and the Terms and Conditions, rules and regulations in respect of the Campaign where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participant in any manner whatsoever in such circumstances.
3. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
4. The Organiser's failure to enforce any of the Terms and Conditions shall not constitute a waiver of that provision.
5. If any of the Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such Terms and Conditions shall not affect the other provisions and all provisions not affected shall remain in full force and effect.
6. The Participant's Personal Data is subject to such safeguards concerning privacy and security of data as provided under the PDPA and the Organiser's Privacy Policy. The Personal Data supplied by the Participant will be used by the Organiser for the administration of this Campaign and other relevant purposes including to provide the Participant further information about similar campaigns in the future and for the Organiser's promotional and marketing purposes, which the Participant may opt out of by contacting Presto Care at [support@prestouniverse.com](mailto:support@prestouniverse.com).