

TERMS AND CONDITIONS

1. APPLICATION

- 1.1 The Terms and Conditions apply to any person who accesses and/or participates in the Campaign (as defined below).
- 1.2 By accessing and/or participating or continuing to access and/or participate in the Campaign, you ("**Participant**") signify that you have read, understood and agree to be bound by the Terms and Conditions and other guidelines and policies as may be formulated by us from time to time. The Terms of Use and Privacy Policy for the time being in force on the Presto App (as defined below) shall form part of the Terms and Conditions. You shall be deemed to have accepted such Terms of Use and Privacy Policy when accessing and/or participating in the Campaign.
- 1.3 "**We**" or "**us**" or "**our**" or "**PRPMY**" means **PRESTO PAY SDN. BHD. (Company No. 795818-U)** (formerly known as **EPP SOLUTION SDN. BHD.**), a company incorporated in Malaysia and having its business address at Level 11, 203, Menara Allianz Sentral, Jalan Tun Sambanthan, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
- 1.4 You agree to access and/or participate in the Campaign at your own risk.
- 1.5 We reserve our right to amend, revise, supplement and/or vary the Terms and Conditions at any time and from time to time by publishing the latest version of the Terms and Conditions on the Presto App. You should visit this page periodically to review the Terms and Conditions for the time being in force.

2. INTERPRETATIONS AND DEFINITIONS

- 2.1 In the Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

"Campaign"	means the campaign as defined in Section 1 of Appendix 1 hereto;
"Campaign Period"	means the campaign period as defined in Section 2 of Appendix 1 hereto, or such other dates as may be revised from time to time by PRPMY;
"Cash Rebate"	means rewards in the form of PrestoPay Credits, that shall not be convertible into e-money stored in the PrestoPay;
"e-money"	means an electronic payment instrument which is equivalent to monetary value in cash that is stored on the PrestoPay;
"Mechanics"	means the mechanics of the Campaign as described in Section 3 of Appendix 1 hereto;
"Participant"	means any person who accesses and/or participates in the Campaign;

- “Presto App”** means the “Presto” mobile application operated by PRPMY;
- “PrestoPay”** means the digital wallet offered by PRPMY which allows for use of e-money for PrestoPay transaction and electronic monetary credits for PrestoPay Credits transactions through a mobile device with the necessary and minimum specifications to be connected to data cellular networks or wireless protocols such as Wi-Fi, 3G, 4G or as may be upgraded from time to time that can operate to a certain extent interactively and autonomously;
- “PrestoPay Credits”** means electronic monetary credits in Presto App which may be utilised by you within the ecosystem of Presto App only to perform any of the PrestoPay Credits transaction that shall not be convertible into cash. One (1) PrestoPay Credits is equivalent to Ringgit Malaysia One (RM1.00) only;
- “Privacy Policy”** means the privacy policy for the time being in force on the Presto App;
- “Reward”** means the reward or prize as described in **Section 4 of Appendix 1** hereto;
- “RM”** means Ringgit Malaysia, the lawful currency of Malaysia;
- “Special Terms and Conditions”** means the special terms and conditions as described in **Section 5 of Appendix 1** hereto;
- “Taxes”** means any current and future taxes (including sales and services tax), levies, duties, assessments or rates of whatever kind or nature;
- “Terms and Conditions”** means the terms and conditions of the Campaign, which may be amended by PRPMY from time to time without notice; and
- “Terms of Use”** means the Terms of Use for the time being in force on the Presto App.
- 2.2 Any reference to **“person”** includes any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.
3. **CAMPAIGN PERIOD AND ELIGIBILITY**
- 3.1 The Campaign will be organized during the Campaign Period and shall be automatically lapsed upon the expiry of the Campaign Period.
- 3.2 The Campaign is open to all users of PrestoPay.

3.3 The eligibility to participate in the Campaign is personal to the Participant and the Participant shall not assign, transfer and encumber the eligibility to participate in the Campaign to any third party (whether with or without consideration).

4. **MECHANICS OF THE CAMPAIGN**

4.1 The Mechanics of the Campaign are as described in **Section 3 of Appendix 1** hereto.

5. **REWARD**

5.1 The Reward of the Campaign is as described in **Section 4 of Appendix 1** hereto.

6. **VARIATIONS TO THE TERMS AND CONDITIONS**

6.1 PRPMY reserves all rights and may at any time vary, revise, change, amend, withdraw, substitute or remove any of the Terms and Conditions without notice.

6.2 Any such amendment shall be effective seven (7) days after the revised Terms and Conditions or any such amendment have been posted on Presto App and such revised Terms and Conditions shall be binding on the Participant.

6.3 The continued use of Presto App following seven (7) days after the posting of the revised Terms and Conditions and/or notification of any such variation, revision, change, amendments, withdrawal, substitution or removal of the Terms and Conditions shall be deemed to constitute your acceptance with no expression of any reservation by the Participant.

7. **GENERAL**

7.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

7.2 The Participant shall indemnify and keep indemnified in full PRPMY, its officers, directors, employees, agents and representatives against all losses, costs, expenses, damages, liabilities, fines, penalties, demands or claims of any nature whatsoever that may be suffered by or incurred by PRPMY, its officers, directors, employees, agents and representatives as a result of (whether directly or indirectly) any of the following (without limitation): -

(a) any act, omission, breaches, default, negligence, mistake or fraud on the part of the Participant; or

(b) any breach of the Terms and Conditions by the Participant.

7.3 In no event shall PRPMY be liable to the Participant for any losses or damages suffered or which may be suffered by the Participant in any manner whatsoever.

7.4 The Participant hereby agrees and consents to PRPMY processing his/her personal data in accordance with PRPMY's Privacy Policy available on the Presto App.

- 7.5 Appendix 1 hereto shall be read and construed and form an integral part of the Terms and Conditions. In the event of any conflict or inconsistencies between the Terms and Conditions and the terms and conditions as stipulated in Appendix 1 hereto (Including the Special Terms and Conditions), the terms and conditions under Appendix 1 hereto (Including the Special Terms and Conditions) shall prevail to the extent of such conflict or inconsistency.

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Appendix 1

Particulars of the Campaign

Section	Item	Remarks
1.	Campaign	Prepaid & Bill Payment Cash Rebate Campaign organized by PRPMY on the Presto App.
2.	Campaign Period	Effective from 3 rd September 2018 for a period to be determined by PRPMY.
3.	Mechanics	<p>(a) To participate in the Campaign, the Participant shall: -</p> <p>(i) make purchase of mobile prepaid reloads or game credits for the available prepaid operator using PrestoPay or PrestoPay Credits; or</p> <p>(ii) pay phone, internet or utility bills using PrestoPay or PrestoPay Credits.</p> <p>(b) The purchase of mobile prepaid reloads and bill payment are subject always to the prevailing permissible number of transaction and amount as specified by PRPMY on the Presto App.</p>
4.	Reward	<p>(a) The Participant will be entitled to receive: -</p> <p>(i) Cash rebate up to 2.5% of the amount purchase of mobile prepaid reloads or game credits; and</p> <p>(ii) Cash rebate up to Ringgit Malaysia Two (RM2.00) only for each bill payment.</p> <p>(Collectively referred to as "Campaign Cash Rebate".)</p> <p>(b) The Campaign Cash Rebate will be credited into the Participant's PrestoPay Credits account immediately after successful purchase of mobile prepaid reloads, game credits or bill payment.</p> <p>(c) All Campaign Cash Rebate earned from the Campaign can be used for the purchase of Presto offerings and other services available on the Presto App.</p> <p>(d) All Campaign Cash Rebate earned from the Campaign shall have no expiry date.</p>

Section	Item	Remarks
		<p>(e) The Campaign Cash Rebate or any part of it is not exchangeable, redeemable for cash or any other prize or reward or is transferable to any third party.</p> <p>(f) PRPMY reserves its sole discretion to reject any Campaign Cash Rebate or disqualify any Participant from participating in the Campaign, in the event (without limitation) of suspicious activities on the Participant's Presto account or breach of the Terms and Conditions and the Terms of Use on the part of the Participant.</p> <p>(g) All decisions made by PRPMY are final. Any correspondence with respect to the decision so made by PRPMY shall not be entertained.</p>
5.	Special Terms and Conditions	N/A