

PrestoPay Raya Bazaar Campaign Terms & Conditions

The PrestoPay Raya Bazaar Campaign (“Campaign”) is organized by Presto Pay Sdn Bhd (795818-U) (formerly known as EPP Solution Sdn. Bhd.) (“Organiser”).

A. ELIGIBILITY

1. This Campaign is open to Presto App users during the period of 16 May 2019 to 18 May 2019 (“Campaign Period”) who fulfill the following criteria:
 - (a) Malaysian citizen aged eighteen (18) years old and above during the Campaign Period. Participant under the age of 18 during the Campaign Period shall obtain parental and/or legal guardian’s consent before participating in the Campaign. Your parent or legal guardian shall be responsible for your use of Presto App; and
 - (b) has a registered and verified Presto App account with the Organiser (not signed in as a guest on the Presto App) during the Campaign Period.

(hereinafter collectively referred to as “Participant”).

2. By participating in the Campaign, Participant has:
 - (a) read, understood and agreed to abide by and be bound by the terms & conditions of the Campaign including but not limited to all amendments, additions, replacements deletions and modifications thereto (“Terms & Conditions”) as may be made, amended, varied from time to time by the Organiser; and
 - (b) irrevocably agrees to be bound by the decision of the Organiser in respect of this Campaign.

B. CAMPAIGN MECHANICS

3. The Participant shall race to become the top three (3) spender for each day of the Campaign Period by spending at any participating PrestoPay merchants in Quill City Mall (“Eligible Merchants”), with payment made via e-money and/or Cash Back, at a particular day of the Campaign Period.
4. The total purchase amount from any Eligible Merchants made via e-money and/or Cash Back shall be calculated at the end of each particular day of the Campaign Period (“Total Purchase Amount”).
5. Any purchase which is in the process of refund application or refunded by the applicable Eligible Merchants shall not be calculated towards the Total Purchase Amount.
6. The Winners may be required to participate in a photo taking session during the redemption of Prizes wherein, the pictures may be posted online or showcased in the Organiser’s social media including but not limited to Facebook, for marketing purposes.

C. SELECTION OF WINNERS

7. There shall be a total of nine (9) winners for this Campaign (“Winners”).
8. The top three (3) spender for each day of the Campaign Period shall be selected as the Winners of the Campaign. In the event that there is a tie in the Total Purchase Amount of the top spenders for a particular day of the Campaign Period, the first three (3) top spenders based on the timestamp shall be eligible for any one of the Prizes (as defined in Clause 13 below) in Section D below.
9. The Winners of the Campaign shall be contacted by telephone and e-mail address registered with Presto App account.
10. In the event that the Organiser is unable to contact the Winners after three (3) attempts (i.e. no reply, telephone number not in service or no connection etc.), the Organiser reserves the right to select the next top spender as the Winner of the Campaign. The Organiser shall not be held liable in the event the Winners cannot be contacted for whatever reason.
11. Each Participant shall only win one (1) Prize throughout the Campaign Period, irrespective of how many times the Participant is the top spender during the Campaign Period.
12. The Organiser shall notify the Winners no later than one (1) month from the end of the Campaign Period and the Organiser shall announce and publish the names of the Winners on the Organiser’s Facebook official page i.e. Presto Universe.

D. PRIZES

13. Each Winner shall be entitled to either an electronic product or voucher (“Prizes”). The Prizes to be given to each Winner shall be determined by the Organiser and the Winner agrees to accept whatever Prize given.
14. The Prizes given out for this Campaign are not transferable nor exchangeable for cash or any other items.
15. The Organiser reserves the rights to substitute the Prize with another prize which the Organiser solely determines is of similar value without prior notice to the Winners.
16. Prizes are to be collected from the Organiser office at Level 25, NU Tower 2, No. 203, Jalan Tun Sambathan, KL Sentral 50470 Kuala Lumpur or at a location and time as determined and notified by the Organiser. Shipment of Prize may be arranged with the Organiser with the cost of shipment being borne by the Winner. In the event that the Winner fails to collect the Prize within five (5) working days from the written notification for collection of Prize, the Organiser shall automatically forfeit the Prize without further notification to the Winner and the Winner of the Prize shall not be entitled to any replacement of prize upon such forfeiture.
17. In respect of Prizes which are electronic devices, the Winner shall liaise directly with the manufacturer or supplier of the electronic devices in the event of any defects of the same. Any usage of Prizes such as voucher shall be subject to the terms of use stated on the voucher. The Winner shall hold the Organiser harmless against any liability, damage, costs, claims (including third party claims) and harm arising out of or as a result of defective or use of Prizes.

E. PERSONAL DATA

18. The Participant agrees and acknowledges that in participating in the Campaign, the Organiser shall process the data of the Participant including but not limited to:

- (a) Name;
- (b) Identification Card Number;
- (c) Contact Number; and
- (d) Address.

(hereinafter collectively referred to as "Personal Data").

19. The Participant may access, amend or vary his/her Personal Data by contacting the Organiser at support@prestouniverse.com.

20. The Participant acknowledge that the Organiser may disclose the Participant's Personal Data to the Organiser's third party's data processor for the purpose of processing the Participant's eligibility and participation in this Campaign.

21. The Participant also agree that the Participant's Personal Data shall be disclosed to the Organiser, merchandise partner/ third party and relevant business partners for the purpose of marketing and products promotion activities and services.

22. In the event that Participant wishes to withdraw his/her Personal Data from being process by the Organiser in respect of the Campaign, the Participant shall inform the Organiser at support@prestouniverse.com latest by 18 May 2019. Such withdrawal of processing of Personal Data in respect of the Campaign by the Organiser shall disqualify the Participant from participating in the Campaign regardless of the Total Purchase Amount purchased by the Participant and the Organiser shall not be liable to the Participant for any liability, damages, claims (including third party claims), expenses and costs whether arising directly or indirectly from or as a result of such disqualification.

23. All Personal Data submitted by the Participant shall be processed and kept in accordance with the Personal Data Protection Act 2010.

F. MISCELLANEOUS

24. Winners shall bear the full liability and responsibility in the event of any accident, injury, damage, loss or claim resulting from or arising from participation of the Campaign, redemption and/or usage of the Prize. The Organiser shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) suffered by the Winner and/or third parties in any manner whatsoever during and after the Campaign Period resulting from or arising out of the Campaign.

25. To the fullest extent permitted by applicable laws, the Organiser offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Campaign and the Prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the Prizes. The Winners shall liaise with the manufacturer or supplier of the Prizes in respect of any issues or enquiries in respect of the Prizes.

26. The Organiser shall at its sole discretion be entitled to disqualify any Participant without providing any notice or reason.
27. All decisions made in relation to the Campaign by the Organiser shall be final, conclusive and binding.
28. The Organiser reserves the rights to use the Winners' Personal Data for promotion and advertising purposes without prior notice or make any compensation.
29. The Organiser shall not be held liable for any losses, damages, costs, claims (including third party claims) and injuries whether directly or indirectly arising out of or as a result of any act, omission or negligence of the Organiser.
30. The Organiser shall not in any event be liable or responsible to the Participant and/or any third party for any costs, losses or damages whether arising directly or indirectly, resulting from loss of revenue, loss of profits, loss of business or goodwill, loss of opportunity, or any indirect, consequential, special, punitive or incidental loss of damages of any nature whatsoever in any circumstances.
31. Any capitalized term not defined herein shall have the same meaning as found in Presto App's Term of Use including any amendments thereof.
32. Any singular term shall include the plural and vice versa.
33. The Terms & Conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.