

## **TERMS AND CONDITIONS OF THE BIGPAY MALAYSIA SDB BHD REFERRAL 2X CAMPAIGN**

Please read these Terms and Conditions carefully before you enter this Campaign. By entering, you are deemed to have accepted these Terms and Conditions and that you agree to abide by them. If you do not agree to these terms and conditions, please refrain from participating in this Campaign. The Organizer reserves the right to amend the Terms and Conditions at any time without prior notice.

1. This Referral 2X Campaign ("**Campaign**") is organized by BigPay Malaysia Sdn Bhd ("**Organizer**"). The Campaign commences from 15 September 2021 and ends on 30 September 2021 ("**Campaign Period**").
2. This Campaign is only open to Malaysians and/or foreigners residing in Malaysia aged 18 and above (as at the date of participation in this contest) with a valid Malaysian National Registration Identity Card (NRIC) or Passport and who have a BigPay Card ("**Participants**"). Employees, shareholders, officers, directors, agents, distributors and representatives of the Organizer and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and advertising agencies, together with the immediate family members (regardless of where they live) and those living in the same household of such persons (whether or not related), are not eligible to participate in the Campaign;
3. During the Campaign Period, Participants will be entitled to receive a one-time cash incentive ("**Incentive**") as outlined from the Organizer, subject to the fulfillment of the following requirements during the Campaign Period ("**Campaign Requirements**"):
  - (a) Must be a valid and registered BigPay Cardholder as defined and has been invited to participate in the Campaign through email notification, digital ads or mobile application push notification from the Organizer;
  - (b) Performs a Qualifying Transaction as outlined from the email notification, digital ads or mobile application push notification from the Organizer;
  - (c) Each Participant is entitled to the incentive during the Campaign Period, where crediting of incentive amount will be done instantly or within 21 days upon activation of the referred user's BigPay account

### **General Terms and Conditions**

4. The Organizer reserves the absolute right, at any time, to verify the validity of the Qualifying Transactions, submissions, applications and eligibility of the Participants. Without limitation, Participants agree to provide necessary information to the Organizer upon request. The Organizers' decision in relation to all aspects of the Campaign and/or the Incentives are final, binding and conclusive under any circumstances and no correspondence nor appeal will be entertained.
5. Only Participants that fulfil the Campaign Terms and Conditions and Campaign Requirements shall be eligible to receive the Incentive. Participants who fail to fulfil the Campaign Terms and Conditions and Campaign Requirements will automatically be disqualified from the Campaign without notice.
6. The Organizer further reserves their right to use any personal data of Participants in any manner

and/or for any purpose as they deem fit in accordance with the Organizer's Privacy Policy and the Participants are deemed to consent to such use with no monetary payment.

7. The Organizer reserves the right to disqualify any Participant and/or to forfeit the Incentive from any Participant if the Organizer reasonably believe that the Participant has, whether singularly or jointly with any other Participant, undertaken fraudulent practices and/or activities or other activities harmful to this Campaign or to the Organizer including tampering with the systems, software or any other processes connected with this Campaign.
8. Participants may be contacted, at any time deemed appropriate by the Organizer, via email or any other mode of communication deemed appropriate by the Organizer.
9. The Organizer reserves the right to cancel, terminate or suspend the Campaign with or without any prior notice and/or assigning any reason. For the avoidance of doubt, cancellation, termination or suspension of the Campaign by the Organizer shall not entitle the Participants to any claim or compensation against the Organizer for any and/or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
10. The Organizer accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected application, submission and/or Qualifying Transaction whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.
11. The Organizer, its subsidiaries, affiliates, and associated companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Campaign (in which case that liability is limited to the minimum allowable by law).
12. The Terms and Conditions contained herein shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other promotional or advertising materials for the Campaign.
13. The Organizer reserves the right to vary, delete or add to any of these Campaign Terms and Conditions (wholly or in part) from time to time without any prior notice to the Participants.
14. The decision of the Organizer in relation to every aspect of the Campaign including but not limited to the Incentive and eligibility of Participants shall be deemed final and conclusive under any circumstances and no appeal or complaint from any Participant will be entertained.
15. The Campaign Terms and Conditions may be translated into other languages. In the event of inconsistencies between the Campaign Terms and Conditions and the translated versions, the English version shall prevail.
16. The Campaign Terms and Conditions are governed by the laws of Malaysia.

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