

“Majlis Daerah Mersing’s Jom Bayar Melalui JomPAY” Campaign

Disclaimer

This “Majlis Daerah Mersing’s Jom Bayar Melalui JomPAY” Campaign (“Campaign”) is run solely and independently by Majlis Daerah Mersing (Registration No: MD7981818M) (“MDM”) in which Public Bank Berhad and its affiliates (collectively known as “PBB Group”) has no control over this Campaign. The entry of this Campaign is at the participants’ own risk.

PBB Group is not in any way associated with MDM and shall not in any way be responsible or liable for the goods and services offered by MDM, whether in connection with this Campaign or otherwise. PBB Group makes no warranties, representations or undertakings, whether express or implied relating to the goods and services offered by MDM and all matters relating to this Campaign.

PBB Group disclaims all liabilities for any losses and/or damages including but not limited to any direct and indirect losses and consequential losses however suffered by the participants or any third party arising from or in connection of this Campaign.

In the event of any dispute or matters relating to this Campaign, the participants are to deal directly with MDM.

Terms and Conditions

The following sets out the Terms and Conditions applicable to the Campaign: -

1. The Campaign is organised by Majlis Daerah Mersing (Registration No: MD7981818M) (“MDM”) which commences from 1 June 2024 00:00:00 to 31 July 2024 23:59:59 Malaysia Time (“**Campaign Period**”). All entries received outside the Campaign Period will be automatically disqualified.
2. By participating in this Campaign, participants agree to be bound by all the terms and conditions below (“Terms and Conditions”).
3. **Campaign Eligibility**
 - 3.1 Subject to the Terms and Conditions, this Campaign is opened to MDM customers ONLY who: -
 - a) have a valid personal bank account opened in Malaysia;
 - b) have attained the age of 18, of sound mind, solvent and not having any pending actions or proceedings of whatsoever nature; and
 - c) have no outstanding payments with MDM.
 - d) Make payment to MDM via JomPAY with MDM Biller Code (Majlis Daerah Mersing : 5686 & 874511) through Internet Banking, Mobile Banking or ATM at any of the JomPAY participant member banks. (“**Eligible Transaction**”).

Customers who fulfils the above criterion is hereinafter defined as “**Eligible Participant**”. However, the directors, officers and employees of MDM and JomPAY Scheme Operator as well as their spouses and children are not eligible to participate in this Campaign nor to win any prizes.

3.2 The following transactions are NOT considered as Eligible Transactions and will not be selected for participation in this Campaign: -

- a) transactions which are subsequently cancelled or refunded (whether full or partial cancellation or refund of excess repayment) including but not limited to transactions cancelled by MDM, the bank where the JomPAY transaction is made, or Payments Network Malaysia Sdn Bhd (“JomPAY Scheme Operator”) for any reason whatsoever; or
- b) transactions which are disputed or deemed to be unauthorized or fraudulent.

4. Campaign Mechanics

4.1 Only MDM customers who performed the Eligible Transaction and comply with the eligibility criteria mentioned herein and the Terms and Conditions are to be considered as Eligible Participant.

4.2 Notwithstanding the above, the right to determine the Eligible Participant/Selected Winners is at the sole discretion of MDM and all decisions made shall be final, conclusive and binding.

Cash Prizes

4.3 The Cash Prize offered under this Campaign is as follows:

a)

Category	Prize	Total Winners	Total Prize
Cash Prize	RM50	200	RM10,000

b) Eligible Participant is only entitled to win a maximum of one (1) Cash Prize throughout the Campaign Period.

c) Unless otherwise specified in the Terms and Conditions herein, no substitution or replacement of, or modification to the Cash Prize requested by the winner will be permitted.

d) MDM reserves the right to substitute or replace the Cash Prize offered in this Campaign with a similar valued cash prize without any prior.

4.4 Notification of Selected Winners and Claim of Cash Prizes

- a) Selection of the winners will be conducted by MDM based on first-come-first-served (“Selected Winners”).
- b) All the Selected Winners will be notified in writing or email or any other method of communications MDM deems appropriate.
- c) Selected Winners shall assume full liability and responsibility in case of any accident, injury, damage, loss or claim resulting from participation of this Campaign, redemption and/or usage of the Cash Prizes. MDM shall not be responsible for any liability, loss, damage, claim suffered by third parties or the Eligible Participants or the Selected Winners in any manner whatsoever during and after the Campaign.
- d) MDM reserves the right to request for any documentation or supporting proof of identification of the Selected Winners prior to the collection of the Cash Prizes. Cash Prizes will be forfeited if the Selected Winner(s) is unable to complete and pass the verification process successfully or if verification documents provided are in any way different from the information provided to MDM.
- e) MDM in its absolute discretion reserves the right to select other Winner(s) to substitute any Winner(s) who may be ineligible or disqualified for any reason whatsoever without assigning any reasons thereto.
- f) All prizes are not transferrable, assignable or exchangeable for cash or in kind.

5. General Terms and Conditions

- 5.1 MDM in its absolute discretion may cancel, vary or suspend this Campaign in the event that the Campaign is unable to proceed for whatsoever reasons including but not limited to computer viruses, hacking, unauthorized intervention, fraudulent, technical issue, change of law, or anything beyond MDM’s control.
- 5.2 MDM is the sole party responsible for the prizes, organising and implementation of the Campaign. Any queries relating to the Campaign should be made directly to MDM.
- 5.3 MDM shall not be liable and responsible nor shall accept any liabilities whatsoever nature howsoever arising or suffered by any Eligible Participant resulting directly or indirectly from this Campaign. All decisions made by MDM in relation to the Campaign including but not limited to the Terms and Conditions, the Campaign Mechanism, shortlisting, selection of Winners and/or forfeiture of the Prizes shall be final, conclusive and binding.
- 5.4 MDM shall be entitled to amend, shorten, vary, suspend or cancel this Campaign or the Terms and Conditions by giving at least five (5) days written notice via its website or any other methods in its absolute discretion to the Eligible Participants.

No compensation in cash or any kind shall be given for any costs, expenses, losses or damages suffered or incurred by the Eligible Participants as a result of this.

- 5.5 By performing the Eligible Transaction and participating in the Campaign, the Eligible Participants agree to be bound by the Terms and Conditions herein
- 5.6 By performing the Eligible Transaction and participating in this Campaign, the Eligible Participants/Selected Winners give their consent to and authorize MDM to disclose or use the Eligible Participants/Selected Winners' information and/or all other details on or in relation to the Eligible Participants, the Eligible Transaction or this Campaign to any relevant parties including but not limited to banks where the JomPAY transaction is made or JomPAY Scheme Operator for the purpose of running this Campaign including the announcement of the Selected Winners through and in the website of MDM and such other various purposes as MDM shall deem proper and necessary.
- 5.7 Neither JomPAY Platform Providers nor MDM will be responsible for any late, delayed, incomplete, misdirected or undeliverable transactions during the Campaign Period, whether by JomPAY Scheme Operator or otherwise.
- 5.8 JomPAY Scheme Operator and/or MDM shall not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of MDM /JomPAY Scheme Operator
- 5.9 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Participant agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.
- 5.10 The invalidity, illegality or unenforceability of any terms and conditions herein shall not affect the continuation in force of the remainder of the Terms and Conditions and/or this Campaign.

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