

## Basic Terms

1.	<b>Organiser</b>	PrestoPay Sdn Bhd
2.	<b>Name of Campaign</b>	12.12 Madness Sale
3.	<b>Description</b>	<p>Every RM2.00 spent on selected PrestoMall will be entitled to earn 5X BonusLink Points</p> <p>Campaign promotion is subject to fulfilment of the Eligibility Criteria and Campaign Mechanics defined.</p>
4.	<b>Campaign Period</b>	2 <sup>nd</sup> December 2022, 12 A.M. to 13 <sup>th</sup> December 2022, 11.59 P.M. (13 days).
5.	<b>Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>• User must be a Malaysian citizen aged eighteen (18) years old and above during the Campaign Period.</li> <li>• User is a registered and verified Presto member with the Organiser (not signed in as a guest on the Presto App).</li> <li>• User has a BonusLink membership [having subscribed and registered for membership which is operated by BonusKad Loyalty Sdn. Bhd. ("BonusLink")] and have a unique registration number known as the "BonusLink Member ID" issued by BonusLink for the participation duration of the Campaign.</li> </ul>
6.	<b>Campaign Mechanics</b>	<p><b>To participate, members are required to;</b></p> <ul style="list-style-type: none"> <li>• For every RM 2.00 spent, users will earn 5X BonusLink Points ("Prize")</li> <li>• Spend a minimum of RM2.00</li> <li>• Prize earning ratio will be rounded down to the nearest Ringgit Malaysia (RM)</li> </ul> <p>Example:</p> <ol style="list-style-type: none"> <li>I. Spend RM 2.00, will earn 5 BonusLink Points</li> <li>II. Spend RM 2.99, will earn 5 BonusLink Points</li> <li>III. Spend RM 4, will earn 10 BonusLink Points</li> </ol> <p>All products featured on the Campaign page are subject to availability and may change from time to time.</p> <ul style="list-style-type: none"> <li>• Any queries relating to the products or services subsequent to the purchase shall be made directly to Presto. BonusLink is not responsible for the actual products or services purchased by BonusLink Members.</li> </ul>

		<ul style="list-style-type: none"> <li>BonusLink and Presto reserves the right to discontinue the promotion or modify, amend, alter the terms and conditions, with or without prior notice. The continued use of the platform shall constitute and be deemed to be your acceptance of the modification and your consent to abide by any terms thereof.</li> </ul>
<b>7.</b>	<b>Ineligibility</b>	<ul style="list-style-type: none"> <li>Not a Presto Member</li> <li>Not a BonusLink Member</li> <li>Users under the age of eighteen(18) years old.</li> <li>“Refunded” or “Cancelled” transactions from Purchase in Presto App</li> <li>Purchase of tobacco products</li> <li>Purchase from the following PrestoMall categories: <ul style="list-style-type: none"> <li>Women’s Fashion</li> <li>Men’s Fashion</li> <li>E-voucher &amp; Travel: Mobile Top-up &amp; Shopping</li> </ul> </li> </ul>
<b>8.</b>	<b>Issuance of BonusLink Points</b>	<ul style="list-style-type: none"> <li>The Prize is subject to spending with “Purchase Confirm” on PrestoMall.</li> <li>Earning of BonusLink Points will be based on a first come first served basis, subject to the total allocated quota of one million (1,000,000) BonusLink Points throughout the Campaign Period.</li> <li>Other BonusLink Terms and Conditions apply. Click <a href="#">here</a> for more information on Bonuslink Membership T&amp;C.</li> </ul>

## Other Terms & Conditions

### 1. INTRODUCTION

- 1.1 This Campaign Standard Terms and Conditions (“Standard T&C”) shall govern the Campaign that is organised by the Organiser as named in the Basic Terms. The Standard T&C shall be in addition to the terms as set out in the Basic Terms (the Basic Terms and the Standard T&C shall collectively be referred to as “Terms and Conditions”).
- 1.2 The Campaign will be held during the Campaign Period as set out in the Basic Terms. The Organiser reserves the right to vary, postpone or reschedule the dates of the Campaign or extend the Campaign Period at its sole discretion.
- 1.3 The brief mechanism of the Campaign is set out in the Basic Terms. The Participants must adhere to the mechanism of the Campaign as may be briefed and communicated to the Participants by the Organiser from time to time during the Campaign Period.
- 1.4 The Eligibility Criteria of the Campaign is as set out in the Basic Terms.
- 1.5 The Organiser reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including the mechanism of the Campaign at its absolute discretion.
- 1.6 The Organiser may terminate or suspend the Campaign at any time at its absolute discretion in which case, the Organiser may elect not to award any prize. Such termination or suspension will not give rise to any claim by the Participants. If the Campaign is resumed by the Organiser, the Participants shall abide by the Organiser’s decision regarding resumption of the Campaign and disposition of the Prizes.

### 2. DISQUALIFICATION

The Organiser reserves the right to disqualify Participants and/or revoke the Prize (at any stage of the Campaign) if:-

- The Participants are ineligible or does not meet any of the Eligibility Criteria; or
- The Participants breaches any of the Terms and Conditions or other rules and regulations of the Campaign or violated any applicable laws or regulations; or in the Organiser's sole determination, it believes that the Participants have attempted to undermine the operation of the Campaign by fraud, cheating or deception.
- In the event of a disqualification after the Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the ineligible Participants.
- Whilst the Organiser will endeavour to conduct necessary verifications on the eligibility of Participants, failure to disqualify any ineligible Participants shall not be deemed a breach by the Organiser.

**3. PROMOTIONAL ACTIVITES**

- 3.1 The Organiser and/or its affiliates reserve the right to send Whatsapp Instant Messaging (IM) or email notification to the Participants' mobile phone numbers or email address containing information and promotional activities regarding any other Presto promotions.
- 3.2 If a Participant does not wish to receive such IM or email, the Participant is required to inform the Organiser via email to opt-out from future promotions.

**4. GOVERNING LAW**

- 4.1 The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance with the laws of Malaysia.

**5. LIMITATION OF LIABILITY**

- 5.1 The Participant acknowledges that his/her participation in the Campaign shall be at his/her own risks.
- 5.2 The Organiser will not be responsible or liable for
  - any delay and/or failure in receiving and sending a Campaign Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Organiser or the Participants' telecommunication service provider and/or resulting from participation or the downloading of any materials in the Campaign. In the event of such error, interruption and/or failure, the Organiser shall not be responsible or liable for any failure encountered by any Participants to participate in the Campaign or any failure encountered by the Organiser in fulfilling its obligations hereunder.
  - any problem, loss or damage of whatsoever nature suffered by the Participants or any party due to negligence.
  - any error (including error in notification of Campaign winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside the Organiser's control.

**6. INDEMNITY**

- 6.1 The Participants forever waive, release and discharge the Organiser, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the Participants or any party claiming through the Participants hereafter may have arising out of acceptance of any Prize(s) or participation in the Campaign including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.
- 6.2 The Participants shall indemnify the Organiser, its affiliates, agent and sponsors from and against all liability, cost, loss or expenses suffered thereby as a result of the Participants' breach of the Participants' warranties and undertakings and any breach of the Terms and Conditions and/or the rules and regulations of the Campaign.

**7. PERSONAL DATA**

- 7.1 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) E-mail;
  - C) Contact Number; and
  - D) BonusLink Member ID.

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



- 7.2 The Participant may access, amend or vary his/her Personal Data by contacting the Organiser at [support@prestouniverse.com](mailto:support@prestouniverse.com).
- 7.3 The Participant acknowledges 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.
- 7.4 The Participant also agrees 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.
- 7.5 All Personal Data submitted by the Participant shall be processed and kept in accordance with the Personal Data Protection Act 2010.