# **CAMPAIGN NAME: #JOMXPRESS RIDE & WIN CONTEST**

## **Terms and Conditions**

# A. Organiser and Eligibility

The Campaign is organised by Prasarana Malaysia Berhad [Registration No.: 199801011092 (467220-U)] ("Organiser") and is open to all customers of Rapid KL Bus Services who ride and submit their participation via the QR Contest Form in Rapid KL Bus Route 300 and 303 and between 6 November 2023 until 15 February 2024 ("Eligible Entrants"). Subject to the applicable terms and conditions of the Campaign, the Eligible Entrants will be automatically eligible to participate in the Campaign and stand a chance to win attractive prizes, as specified in Section D below.

## B. Campaign Period

- 1. The Campaign will begin on 6 November 2023 at "12:00pm" and will end on 15 February 2024 at "23:59pm" ("Campaign Period").
- 2. The Organiser shall reserve its absolute right to cancel, suspend, postpone, change or extend the Campaign Period at any time without prior notice.
- 3. All entries received outside the Campaign Period shall be disqualified. In this respect, entries received before the commencement of the Campaign Period or after the end of the Campaign Period shall be disqualified and ineligible for consideration for prizes.
- 4. The selected winners will be announced via social media/e-mail and/or direct message after the campaign ended.

# C. Campaign Mechanics

- 1. To participate in the Campaign, the Eligible Entrants must, subject to the applicable terms and conditions of the Campaign, comply with each of the following:
  - A. Eligible Entrants MUST ride on bus route 300 and 303.
  - B. Eligible Entrants MUST tap Touch 'n Go card/Rapid KL Products (My50 and MyCity Pass dan Concession Card), scan contest form QR Code which is available in the Rapid KL bus route 300 and 303.
  - C. Eligible Entrants MUST fill in FULL details and answer 2 simple questions and submit the contest form for every ride and submission.
  - D. Eligible Entrants MUST ride and fill in the contest form frequently for higher chance to WIN daily lucky rider prizes.
  - E. Eligible Entrants with highest ridership for Rapid KL Bus Route 300 dan 303 will WIN the Grand Prize.

## D. Prizes

1. The Eligible Entrants ("Winners") with the highest ridership are entitled to win great prizes with details below:

**Grand Prize Draw:** 

Prize Category	No. of Winner	Prize
Grand Prize	1 pax	iPhone 15 Pro & unlimited pass worth RM200
First Prize	5 pax	iPad & unlimited pass worth RM200
Second Prize	5 Pax	50-inch TV & unlimited pass worth RM200
Third Prize	5 Pax	Shopping Vouchers worth RM1,000 & unlimited pass worth RM200
Fourth Prize	10 pax	Shopping Vouchers worth RM700 & unlimited pass worth RM200 x10
Fifth Prize	30 pax	Shopping Vouchers worth RM500 & unlimited pass worth RM200
Consolation Prizes	85 pax	Unlimited Passes worth RM250

2. For The Eligible Entrants ("Winners") for the daily lucky rider (Monday – Friday) are entitled to win prizes with details below:

Prize Category	No. of Winner	Prize
Daily Lucky Rider	1 pax daily	Shopping vouchers worth RM 250
	[Monday – Friday	
	Only]	
	Total : 60 winners	

3. The Organiser reserves the right to amend and change the Campaign's terms, winning mechanics and/or Prizes at its sole and absolute discretion, without having to assign any reason whatsoever.

# E. Terms and Conditions of Campaign

- 1. This Campaign is open to all bus riders (Malaysians and Non-Malaysians) especially Rapid KL bus riders route 300 and 303 aged 18 and above as of the date when the Campaign commences. You must be on-board the participating bus routes to be eligible for the Campaign.
- 2. The following group of persons shall not be eligible to participate in this Campaign:
  - (a) Employees of the Organiser and its affiliates (including but not limited to its subsidiaries, associated and affiliated companies, and related corporations) and their immediate family members (children, parents, brothers, sisters, and spouses); and/or
  - (b) All contractors, vendors, suppliers, service providers, representatives, employees, servants, agents, partners and sponsors for the Campaign appointed by the Organiser (including its affiliated and related companies, if applicable), and their immediate family members (children, parents, brothers, sisters, and spouses).

- 3. If so requested by the Organiser, the Winners shall sign a written statement and produce relevant documents, as may be necessary, confirming their eligibility and/or entry into the Campaign.
- 4. This Campaign shall run during the Campaign Period, and all entries must be received by the Organiser within the Campaign Period. The Organiser accepts no responsibility for any entries that are incomplete, illegible, corrupted or fail to reach the Organiser before the Campaign Period ends, for any reason whatsoever.
- 5. Only complete Entry Form the Eligible Entrant will be considered as entry in the Campaign. Eligible entrant may submit maximum 4 entries daily. Any subsequent entries will not be considered by the Organiser. Entry must be submitted by an individual Eligible Entrant and any automated entries shall be invalid. All Entries must be submitted within the Campaign period via the official QR contest form.
- 6. The Organiser reserves the right to verify the validity of any entry. The Organiser may, in its sole discretion, disqualify any entry, and prohibit further participation in this Campaign, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Campaign and reserves the right to disqualify any entry which is not submitted in accordance with these terms and conditions.
- 7. The submissions shall not contain, as determined by the Organiser, in its sole discretion, any content that:
  - (a) is sexually explicit or suggestive;
  - (b) unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; is profane;
  - (c) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
  - (d) promotes any activities that may appear unsafe or dangerous;
  - (e) promotes any particular political agenda or message;
  - (f) is obscene or offensive;
  - (g) appears to duplicate any other submitted submission;
  - (h) contains copyrighted materials owned by others or any trademarks, names or logos owned by others;
  - (i) communicates messages inconsistent with the positive images and/or goodwill to which Organiser wishes to associate; and/or
  - (j) violates any law.
- 8. All submissions that do not comply with any of the terms and conditions of the Campaign or otherwise contain prohibited, or inappropriate content shall be unacceptable, and shall at the Organiser's sole and absolute discretion, be disqualified and not be published.
- 9. The Prize are non-transferable, non-refundable, and non-exchangeable for cash. The organiser reserves the right to substitute the Prize with items of equivalent value at any time without prior notice.
- 10.If for any reason whatsoever a winner does not claim the Prize at the time stipulated by the Organiser, then the Prize will be forfeited, and thereafter, no Winner or any party claiming through the Winner shall be entitled to claim the Prize in any form whatsoever from the Organiser.

## 11. Data Protection

- (a) By participating in this Campaign, Eligible Entrants agree to be bound by the Terms and Conditions herein and agree and consent to allow his/her personal data being collected, processed and used by Organiser (including but not limited to its subsidiaries, associated and affiliated companies, and related corporations) in accordance with the Personal Data Protection Act 2010 ("PDPA Notice") which can be accessed at https://myrapid.com.my/pdpa/. In addition, and without prejudice to the terms in the PDPA Form, Eligible Customers agree and consent to his/her personal data or information being collected, processed and used by Organiser for: i) the purposes of the Campaign; and ii) marketing and promotional activities conducted by Organiser, including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, Eligible Customers agree to co-operate and participate in all advertising and publicity activities of Organiser in relation to the Campaign.
- (b) The Organiser shall take reasonable precautions to keep the Eligible Entrant's personal data secure. Please note, however, that the Organiser may release the Eligible Entrant's personal data if required to do so by law, or by search warrant, subpoena or court order.
- 12.Entry and participation in the Campaign shall be deemed an unconditional acceptance by the Eligible Entrants of the Terms and Conditions of the Campaign and the PDPA Notice.
- 13. Winners shall collect/attend prize giving ceremony to claim their Prize at Prasarana Malaysia Berhad, B-20-1, Level 20, Menara UOA Bangsar, No. 5, Jalan Bangsar Utama 1, 59000 Kuala Lumpur, Malaysia, on a date which will be advised by the Organiser. A representative may, with written authorisation from the Winners, be allowed to collect the Prize on the Winners' behalf ("Representative"). Winners or their Representatives shall be required to produce valid proof of identity and any other document(s) in the form and manner advised by Organiser, if so required, at the time of Prize collection.
- 14. Winner may be disqualified, and his/her Prize will be forfeited and Organiser shall have the discretion to select and announce another Eligible Entrant as the Winner in the event of any of the following:
  - (a) Winner cannot be reached after reasonable efforts has been made during seven (7) business days from the day of the announcement;
  - (b) Winner is found to be ineligible;
  - (c) Winner's announcement and/or Prize notification (made by the Organiser via any reasonable means of communication as deemed fit by the organizer based on the details furnished during the Campaign entry), is returned as undelivered or not responded to by the Winner. In such circumstances, the Organiser shall not be held liable in the event of non-receipt or delayed delivery of any notifications to the Winner; or
  - (d) Winner does not comply with any of the Terms and Conditions of the Campaign.

- (e) The winner's prize will be forfeited in the event the prize is not redeemed within the time frame given in the redemption voucher.
- 15. The decision of the Organiser in relation to every aspect of the Campaign including but not limited to the Prize and Winners shall be deemed final, conclusive and binding. No complaints or appeals in any or all means will be entertained. The Eligible Entrants shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Campaign Period.
- 16. The Organiser reserves the right to not release the method on how all the entries are being judged.
- 17.The Eligible Entrants 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 Eligible Entrants or any party claiming through the Eligible Entrants may have, arising out of acceptance of any Prize or participation in the Campaign including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable. The Eligible Entrants 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 Eligible Entrant's breach of the Terms and Conditions and/or the rules and regulations of the Campaign.
- 18. All costs incurred by the Eligible Entrants in relation to or pursuant to the Campaign including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Eligible Entrants as a result of and/or pursuant to their participation in the Campaign shall be solely borne by the Eligible Entrants. The Organiser shall not be under any obligation to reimburse the Eligible Entrants for any of such costs and expenses incurred by the Eligible Entrants.
- 19. The Eligible Entrants acknowledges that their participation in the Campaign shall be at their own risks. The Organiser, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable to any Eligible Entrants in respect of any failure to win a Prize in the Campaign, defective Prize or misuse of Prize or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Eligible Entrants during the Campaign or arising out of or in connection with the Campaign, the participation by the Eligible Entrants in the Campaign and/or the Prize awarded.
- 20. The Organiser shall not be responsible or liable for:
  - (a) any problem, loss or damage of whatsoever nature suffered by the Eligible Entrants or any party due to 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 Eligible Entrants' 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 Eligible Entrants to participate in the Campaign or any failure encountered by the Organiser in fulfilling its obligations hereunder; and

(b) any error (including error in the notification of the 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.

# 21.General

- (a) The Terms and Conditions of the Campaign shall be governed, construed and interpreted in accordance with the laws of Malaysia.
- (b) The Organiser, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Campaign and the Terms and Conditions, rules and regulations in respect of the Campaign where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Eligible Entrants in any manner whatsoever.
- (c) All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Eligible Entrants have the right to injunctive relief or to restrain or otherwise interfere with the organisation of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign and/or any product based on and/or derived from the Campaign.
- (d) The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Campaign.
- (e) The main language of the Terms and Conditions shall be the English language. Any translation to any language other than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.

For more information and enquiries, please Email us at <a href="mailto:suggest@rapidkl.com.my">suggest@rapidkl.com.my</a> or Contact Us at 03 – 7885 2585 on Mondays to Fridays, from 7.00am to 8.30pm, Saturdays to Sundays and Public Holidays from 8.30am to 5:30pm