

TERMS AND CONDITIONS – MYRAPID JUNIOR CAMPAIGN

Campaign Period: 29 December 2023 – 31 March 2024

A. Organiser and Eligibility

The Campaign is organised by **Prasarana Malaysia Berhad [Registration No.: 199801011092 (467220-U)] (“Organiser”)**. It is open to all customers of Rapid KL aged 6 years and below who use the Rapid KL Rail and Bus Services, including LRT, MRT, Monorail, BRT and MRT feeder bus (“**Eligible Customer**”) from 29 December 2023 to 31 March 2024 (“**Campaign Period**”). Subject to the applicable terms and conditions of the Campaign, the Eligible Customer will be automatically eligible to participate in the Campaign and redeem **Free Gifts** at selected stations and bus hubs, while stocks last.

B. Campaign Period

1. The Campaign will commence on **29 December 2023** at “**06:00 am**” and will end on **31 March 2024** at “**11:59pm**”. (“**Campaign Period**”).
2. The Organiser reserves its absolute right to cancel, suspend, postpone, change, or extend the Campaign Period at any time without prior notice.

C. Campaign Mechanics

1. To participate in the Campaign, the Eligible Customer must, subject to the applicable terms and conditions of the Campaign, comply with each of the following:
 - i. Parents/Guardians need to verify Eligible Customer’s age by presenting the MyKid/Passport to our Customer Service Officers (CSO) at Customer Service Counters and Bus Captains (BC) when riding Rapid KL’s Rail and Bus, respectively.
 - ii. Parents/Guardians should get the MyRapid Junior campaign’s loyalty card at any Customer Service Counters or Rapid KL bus hubs.
 - iii. Get a stamp from our Customer Service Officers (CSO) over the counter or Bus Captains inside the buses every time an Eligible Customer rides the Rapid KL rail and bus.
 - iv. Collect stamps for each free ride.
 - v. Redeem the free gifts at selected stations and bus hubs listed below:
 - LRT Abdullah Hukum (Kelana Jaya Line)
 - LRT Masjid Jamek (Ampang Line)
 - MRT Muzium Negara (Kajang Line)
 - MRT Raja Uda (Putrajaya Line)
 - Pasar Seni Bus Hub
2. The gifts are limited and will be based on first-come, first-served basis.
3. The Organiser reserves the right to amend and change the Campaign’s terms, Campaign mechanics, and/or Prizes at its sole and absolute discretion, without having to assign any reason whatsoever.

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D. Terms and Conditions of the Campaign

1. This Campaign is open to all customers of Rapid KL aged 6 years and below who use the Rapid KL Rail and Bus services as of the date when the Campaign commences.
2. Eligible Customer traveling using Rapid KL's MyRapid Junior product will require full adult supervision from parents/guardians.
3. 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).
4. If requested by the Organiser, the Eligible Customer shall produce relevant documents, as may be necessary, confirming their eligibility and/or entry into the Campaign.
5. This campaign will cease once the total redemption of free gifts has been exhausted or at the expiration of the Campaign Period, whichever comes first.
6. The Organiser reserves the right to verify the validity of any application by the Eligible Customer. The Organiser is entitled to, at its sole discretion, reject, disqualify, and prohibit further participation in this Campaign for any person who tampers with or benefits from any tampering with the process or the operation of the Campaign and reserves the right to disqualify any participation or redemption that is not in accordance with these Terms and Conditions. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regard to the Campaign.
7. The Free Gifts is not transferable or exchangeable for cash, credit, or any kind and are subject to such terms and conditions that the Organiser may impose.
8. If the Eligible Customer has redeemed the complimentary Free Gifts and they are lost, spoilt, damaged, broken, faulty, and unreadable, no refund, reimbursements or appeals will be entertained.
9. The Organiser reserves the absolute right to reject or disqualify an Eligible Customer from participating in the Campaign and/or redeeming the Free Gifts, due to the following:
 - (a) the Eligible Customer is found to be ineligible;
 - (b) the Eligible Customer is aged 7 years or older;
 - (c) the Free Gifts have been fully redeemed;
 - (d) the Eligible Customer failed to submit the necessary documents, such as the fully filled loyalty card, when redeeming free gifts;
 - (e) the Eligible Customer has committed or is suspected of committing any misconduct, fraudulent or wrongful acts;
 - (f) the Campaign has ended;
 - (g) the Eligible Customer does not comply with any of these Terms and Conditions of the Campaign.

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10. Data Protection

- (a) By participating in this Campaign, Eligible Customer 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 Customer’s personal data secure. Please note, however, that the Organiser may release the Eligible Customer’s personal data if required to do so by law, or by search warrant, subpoena or court order.
11. Entry and participation in the Campaign shall be deemed an unconditional acceptance by the Eligible Customer of the Terms and Conditions of the Campaign and the PDPA Notice.
12. The decision of the Organiser in relation to every aspect of the Campaign shall be final, conclusive, and binding. No further correspondence, appeals, protests, or attempts to dispute the same shall be entertained by the Organiser in any event. The Eligible Customer shall not dispute nor make any oral or written complaints, public announcements, or statements on the same whether during or after the Campaign Period.
13. The Eligible Customer 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 Customer or any party claiming through the Eligible Customer 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 Customer 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 Customer’s breach of the Terms and Conditions and/or the rules and regulations of the Campaign.
14. The Eligible Customer 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 Customer in respect of any failure to receive or redeem the passes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Eligible Customer due to the participation by the Eligible Customer in the Campaign or arising out of or in connection with the Campaign.
15. The Organiser shall not be responsible or liable for technical failures, intervention, interruptions and/or electronic or human error in the administration and/or processing of this Campaign and/or the determination of the Eligible Customer’s eligibility and/or entitlement for the participation in the Campaign unless they arise from and are caused directly by the Organiser’s gross negligence or wilful default.

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16. The Organiser shall not be responsible or liable for:

- (a) any problem, loss or damage of whatsoever nature suffered by the Eligible Customer 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 Customer' 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 Customer to participate in the Campaign or any failure encountered by the Organiser in fulfilling its obligations hereunder; and
- (b) any error 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.

17. 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, where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Eligible Customer in any manner or form whatsoever.
- (c) All rights and privileges herein granted to the Organiser are irrevocable and not subject to rescission, restraint, or injunction under any and all circumstances. Under no circumstances shall the Eligible Customer 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) Any cancellation, termination, suspension, postponement, changes or extension by the Organiser of the Campaign shall not entitle the Eligible Customer to any claim or compensation against the Organiser and the Organiser's employees for any and all losses or damages suffered or incurred by the Eligible Customer as a direct or indirect result of the act of cancellation, termination or suspension thereof.
- (e) Any Terms and Conditions applicable to this Campaign which are illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating or vitiating the remaining provisions.
- (f) The Organiser reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without any prior notice to the Eligible Customer.
- (g) The Organiser may, without prior written notice, assign and/or transfer its rights, benefits and/or obligations under these Terms and Conditions.

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- (h) These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Campaign and shall be posted through the Organiser's website at www.myrapid.com.my or through any other channel determined by the Organiser. It shall be the responsibility of the Eligible Customer's to be informed of or otherwise seek out any such notice validly posted. By participating in this Campaign, the Eligible Customer shall access the Organiser's website at www.myrapid.com.my on a regular basis to view the Terms and Conditions herein and seek clarification from the Organiser should any of the Terms and Conditions be unclear.
- (i) By participating in the Campaign, the Eligible Customer are deemed to have read, understood and agreed to be bound by these Terms and Conditions, and to have consented and authorised the Organiser to disclose their particulars including names, NRIC, Passport Number, and telephone numbers to the third-party service providers engaged by the Organiser, if any, strictly for purposes of the Campaign.
- (j) By participating in this Campaign, Eligible Customers hereby expressly agree to be bound by the terms and conditions as stated herein, including decisions of Organiser which are final, binding, and conclusive. No further appeal will be entertained.
- (k) The Organiser will not be liable for any loss or damage howsoever arising from or related to this Campaign unless they arise from and are caused directly by the Organiser's gross negligence or wilful default.
- (l) The Organiser's failure to enforce any of these Terms and Conditions does not constitute a waiver of the Organiser's rights.
- (m) The main language of these 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 suggest@rapidkl.com.my 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