# prasarana

## **TERMS & CONDITIONS - JOM RIDE & MENANG CAMPAIGN**

Campaign Period: 26 August – 25 November 2024

### A. Organiser and Eligibility

The Campaign is organised by **Prasarana Malaysia Berhad [Registration No.: 199801011092 (467220-U)] ("Organiser")** and is open to all cashless users (My50/MyCity Pass/MyTourist Pass/Concession Card/OKU Smile/Touch 'n Go card users) who use Rapid KL Services ("**Participants**") who register their participation ("**Eligible Entrants**") from 26 August – 25 November 2024 ("**Campaign Period"**). 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 amazing prizes, as specified in Section D below.

## B. Campaign Period

- 1. The Campaign will be on 26 August 2024 at "06:00 am" and will end on 25 November 2024 at "11:59pm" ("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 participants who register their participation outside the Campaign Period shall be disqualified. In this respect, that the participants who register their participation 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. All participants ride on Rapid KL's LRT, MRT, Monorail, BRT, Rapid KL's bus and MRT feeder bus services outside the Campaign Period will not be counted. In this respect, the participants rides on the LRT, MRT, Monorail, BRT, Rapid KL's bus and MRT feeder bus services before the commencement of the Campaign Period or after the end of the Campaign Period shall not be eligible nor counted for consideration.

### 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) Participants must be a **cashless user** (My50/MyCity Pass/MyTourist Pass/Concession Card/OKU Smile/Touch 'n Go card users) who use **Rapid KL services.**
  - (b) Participants can use the Touch 'n Go card or Touch 'n Go card that is embedded in National Registration Identification Card (NRIC).
  - (c) Participants to register by scanning the QR Code that is made available on official social media platforms, website and printed posters at stations and buses and fill up the form provided.
  - (d) Participants who are now called Eligible Entrants must use the same registered Touch 'n Go card and maximise the frequency of their rides throughout the Campaign Period.
- 2. Eligible Entrants must make sure all the details provided to Organiser are correct.
- 3. Winners will be informed via email after the Campaign Period has ended.



## **TERMS & CONDITIONS - JOM RIDE & MENANG CAMPAIGN**

Campaign Period: 26 August - 25 November 2024

### D. Prizes

1. Eligible entrants with the highest frequency of rides on Rapid KL services ("Winner") will win prizes ("Prize") with details below:

Prize Category	No. of Winner	Prize
First Prize	1 pax	Samsung Galaxy S24 Ultra
Second Prize	2 pax	PlayStation 5 Disc Console
		(Slim)
Third Prize	2 pax	Philips PerfectCare 7000
		Series Steam Generator -
		PSG7050/30
Consolation Prize	50 pax	RM200 Groceries Voucher
	50 pax	RM100 e-Voucher
	95 pax	RM50 Rapid KL's 20th
		Anniversary Special Edition
		Touch 'n Go Card

2. 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

- This Campaign is open to all cashless user (My50/MyCity Pass/MyTourist Pass/Concession Card/OKU Smile/Touch 'n Go card users) who ride LRT, MRT, Monorail, BRT, Rapid KL's bus and MRT feeder bus services aged 18 and above as of the date when the Campaign commences.
- 2. The following group of persons shall not be **eliqible** 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 Winner 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 for three months during the Campaign Period. The Organiser accepts no responsibility for any participant that are incomplete, illegible, corrupted or fail to reach the Organiser before the Campaign Period ends, for any reason whatsoever.
- 5. The Organiser reserves the right to verify the validity of any Application by the Eligible Entrants. The Organiser is entitled to, at its sole discretion, reject, disqualify, and prohibit further participation in this Campaign, 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 made not in accordance with these Terms

# prasarana

## **TERMS & CONDITIONS - JOM RIDE & MENANG CAMPAIGN**

Campaign Period: 26 August - 25 November 2024

and Conditions. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regard to the Campaign.

- 6. 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.
- 7. 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.

### 8. 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 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.
- 9. 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.
- 10. Winners shall collect their Prize at Prasarana Malaysia Berhad (467220-U), Menara Prasarana, Jalan PJU 1A/46, Ara Damansara, PJU 1A, 47301 Petaling Jaya, Selangor Darul Ehsanon 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.
- 11. 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

# **prasarana**

### **TERMS & CONDITIONS - JOM RIDE & MENANG CAMPAIGN**

Campaign Period: 26 August - 25 November 2024

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;

- (d) Winner does not comply with any of the Terms and Conditions of the Campaign.
- (e) Winner did not redeem the prize within the time frame given in the voucher
- 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 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.
- 13. The Organiser reserves the right to not release the method on how all the entries are being judged and the method on determination of the Winner.
  - 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.
- 14. 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.
- 15. 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 receive or redeem the passes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Eligible Entrants due to the participation by the Eligible Entrants in the Campaign or arising out of or in connection with the Campaign.
- 16. 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 Entrant'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.
- 17. 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



### **TERMS & CONDITIONS - JOM RIDE & MENANG CAMPAIGN**

Campaign Period: 26 August - 25 November 2024

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.

### 18.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 Entrants 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 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) Any cancellation, termination, suspension, postponement, changes or extension by the Organiser of the Campaign shall not entitle the Eligible Entrants 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 Entrants 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 absolutes discretion to vary, delete or add to any of these Terms and Conditions without any prior notice to the Eligible Entrants.
- (g) The Organiser may, without prior written notice, assign and/or transfer its rights, benefits and/or obligations under these Terms and Conditions.
- (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 <a href="https://www.myrapid.com.my">www.myrapid.com.my</a> or through any other channel determined by the Organiser. It shall be the responsibility of the Eligible Entrant's to be informed of or otherwise seek out any such notice validly posted. By participating in this Campaign, the Eligible Entrants shall access the Organisers website at <a href="https://www.myrapid.com.my">www.myrapid.com.my</a> 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.



### **TERMS & CONDITIONS - JOM RIDE & MENANG CAMPAIGN**

Campaign Period: 26 August - 25 November 2024

- (i) By participating in the Campaign, the Eligible Entrants 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.
- (I) 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 <a href="mailto:suggest@rapidkl.com.my">suggest@rapidkl.com.my</a> or **Contact Us** at 03 – 7885 2585 on Monday to Sunday, from 6.00am to 12.00am.