

MediSavers Bonanza Campaign 2020

TERMS AND CONDITIONS

Schedule to Conditions of Entry

1. <u>Organiser:</u>	MXM International Sdn Bhd. [251435-D] AJL 93246.
2. <u>Campaign:</u>	MediSavers Bonanza Campaign 2020.
3. <u>Campaign Period:</u>	The Campaign starts at 00:00:00 on 01/01/2020 and closes at 23:59:59 on 31/12/2020.
4. <u>Eligibility:</u>	<p>The Campaign is open to all Members legally residing in Malaysia with a valid identification document, aged 19next birthday and above as at the start of the Campaign Period except for the following persons/entities who shall NOT be eligible to participate in this Campaign:</p> <p>(i) Permanent and/or temporary staff or employees of MXM International Sdn. Bhd. (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or</p> <p>(ii) Representatives and/or agents (including advertising and campaign agents, 3rd party vendors and service providers) of MXM International (including its subsidiaries and related companies) and their permanent and/or contract employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or</p> <p>(iii) Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers, public listed companies, private limited companies, clubs, associations and co-operatives.</p> <p>The Organiser shall reserve the right to request for evidence of identification documents.</p>

5. **Entry Method:**

- a) The campaign is open for
 - i. All MediSavers members who signed-up for the selected membership program within the Campaign Period.
 - ii. All MediSavers members who renewed their membership program before the expiry date and also within the Campaign Period.
- b) The selected membership program are MediSaversVIP, MediSaversVIP Ehsan, PASavers and Group Term Assurance / Group Term Takaful.
- c) New Advisor Account Application will also entitle for lucky draw entries with the condition that the advisor must be also a MediSavers member.
- d) For new Advisor Account, the submission must be transacted on the same day with the submission of the pairing new membership program to entitle for the lucky draw entries.
- e) The lucky draw entries will be calculated based on the allocations as per each program stated in the table below:

Number Of Lucky Draw Entries				
Program	Type Of Payment			
	Yearly		Monthly	
	New	Renewal	New	Renewal
MediSaversVIP	4	2	2	1
PASavers	2	1	N/A	
GTA/GTT	2	1	1	1
Advisor Account	5		N/A	

- f) New Membership Program application submitted through M-Line will entitle for two times of the number of lucky draw entries. Example: Members with Yearly payment for MediSaversVIP submitted through M-Line will entitle for 8 lucky draw entries (4 entries x 2).

<p>6. <u>Entry Deadline:</u></p>	<p>All Campaign entries must be received by the Organiser on or before 23:59:59 on 31/12/2020. All Campaign entries received outside the Campaign Period will be automatically disqualified.</p>
<p>7. <u>Prizes:</u></p>	<p>a. There are two [2] rounds throughout the Campaign Period according to below: Round 1: 00:00:00, 01/01/2020 – 23:59:59, 01/06/2020 Round 2: 00:00:00, 01/07/2020 – 23:59:59, 31/12/2020</p> <p>b. The following prizes will be given away for <u>EACH</u> round for Members:</p> <ul style="list-style-type: none"> • <u>1st Prize:</u> One [1] RM 30,000.00 cash give out each. • <u>2nd Prize:</u> One [1] Perth Holiday Trip for 5D4N for two [2] pax. • <u>3rd Prize:</u> One [1] MacBook Air 13 inch. • <u>4th Prize:</u> One [1] iPhone 11 (5.8 inch) display 64GB. • <u>5th Prize:</u> Two [2] Samsung TV 50 inch. • <u>6th Prize:</u> Two [2] Apple iPad (10.2 inch) 32GB Wifi • <u>7th Prize:</u> Two [2] Xiaomi Mi Home Mijia M365 Electric Scooter • <u>8th Prize:</u> Three [3] Watch Casio G-Shock • <u>1st Consolation Prize:</u> Ten [10] RM300.00 cash give out each. • <u>2nd Consolation Prize:</u> Twenty [20] RM100.00 Lazada vouchers give out each. • <u>3rd Consolation Prize:</u> Twenty-five [25] RM 50.00 Watsons voucher give out each. <p>c. For Members, a <u>TOTAL</u> of two [2] 1st Prizes, two [2] 2nd Prizes, two [2] 3rd Prizes, two [2] 4th Prizes, four [4] 5th Prizes, four [4] 6th Prizes, four [4] 7th Prizes, six [6] 8th Prizes and one hundred and ten [110] Consolation Prizes to be won <u>throughout</u> the Campaign Period.</p>

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| | <p>d. There will be One [1] round of Grand Prize throughout the Campaign Period as below:
Round 1: 00:00:00, 01/01/2020 – 23:59:59, 31/12/2020</p> <p>e. The following prizes will be given away for <u>EACH</u> round for one [1] Member.</p> <ul style="list-style-type: none">• <u>Grand Prize:</u>
One [1] Mercedes-Benz C 200 Avantgarde for each Member |
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8. Each Round Prizes Judging Details:

Based on Clause No. 5 (Entry Method) under the table for **Schedule to Conditions of Entry,**

- a. There are two [2] rounds throughout the Campaign Period according to below:
 Round 1: 00:00:00, 01/01/2020 – 23:59:59, 01/06/2020
 Round 2: 00:00:00, 01/07/2020 – 23:59:59, 31/12/2020
- b. There will be One [1] round of Grand Prize throughout the Campaign Period as below:
 Round 1: 00:00:00, 01/01/2020 – 23:59:59, 31/12/2020.
- c. For each round, the members will entitle to earn entries for the Campaign.
- d. The program that are eligible to earn entries are MediSaversVIP, MediSaversVIP Ehsan, PASavers, Group Term Assurance / Group Term Takaful (GTA / GTT). (Please refer to the Table of Number of Lucky Draw Entries under Item No. 5 for the entries allocation).
- e. The number of entries will only be counted if the program is approved with payment transacted within the Campaign Period.
- f. Based on the total number of entries earned in each of the round, each member will entitle the same amount of entries in the run for the draw for either Round 1 or Round 2 or both rounds depending on the approval date for the program which must fall within the Campaign Period.
- g. Number of entries earned in each round will only entitle the member to win ONE [1] lucky draw prize only.
- h. The number of entries earned in Round 1 is not allowed to carry forward into Round 2.
- i. For the Grand Prize, the total number of entries from both rounds will be added up to entitle for the draw of the Grand Prize.

Illustration:

Customer A enrolled into our MediSaversVIP Program during Campaign Period in Round 1. The programs that Customer A purchased is illustrated as below:

Program	Type of Payment	No of Entries
MediSaversVIP	Yearly	4
Group Term Assurance (GTA)	Yearly	2
Activate as Advisor	N/A	5
Total number of entries		11

	<p>...continue from illustration above:</p> <p>If the submission is through M-Line, then the total number of lucky draw entries will be doubled and the total number of entries will be counted as 22.</p> <p>As for advisor, he/she will receive the same number of chances as per the members' number of lucky draw entries to win the cash prize.</p> <p>The entries accumulated by the Member will entitle for Round 1 draw and as well as the Grand Prize draw. The respective advisor will also have the chance to draw for the Cash Prize in Round 1 and Grand Prize.</p>
<p>9. <u>Additional Terms:</u></p>	<p>a. The Organiser will contact all selected Winners via the contact numbers or mobile numbers from which the Organiser received based on the MediSavers Application Form. The Organiser will not be held liable in the event the lucky draw Winners cannot be contacted for whatever reasons.</p> <p>b. Each Participant may only win one [1] prize on each round.</p> <p>c. Participants from round 1 and round 2 are allowed to take part in the Grand Prize round.</p> <p>d. The Organiser reserves the rights to extend the timelines stated under this clause owing to reasons beyond the control of the Organiser.</p> <p>e. Winners will not be entitled to redeem his/her prize in the event where the winner fails to redeem it on the last redemption period as stated below.</p> <p>a) Round 1 – 31/10/2020. b) Round 2 – 31/05/2021.</p> <p>f. The Organiser retains the right to substitute any prize with another prize of similar value in the event the original prize offered is not available.</p>

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at <http://bit.ly/Bonanza2020TNC> collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Campaign (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

By participating in the Campaign, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the Privacy Notice.

Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.
- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Campaign Period, make Prize substitutions, cancel, terminate or suspend the Campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Campaign will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organiser's decision on all matters relating to the Campaign including judging and selection of winners will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Campaign Entries

- 2.1 By submitting an application for MediSavers Healthcare Membership Program, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Campaign, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Campaign shall be borne by the Participant.
- 2.3 The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

The Campaign is open to

- (a) All Members legally residing in Malaysia with a valid identification document; and
- (b) Aged 19 years and above as at the start of the Campaign Period; and

- (c) Successfully applied for MediSavers Healthcare Membership Program to become our Member Program; and/or
- (d) Our existing Member of MediSavers Healthcare Membership Program who renewed their membership program.

Except for the following persons/entities who shall NOT be eligible to participate in this Campaign:

- (i) Permanent and/or temporary staff or employees of MXM International Sdn. Bhd. (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
- (ii) Representatives and/or agents (including advertising and campaign agents, 3rd party vendors and service providers) of MXM International (including its subsidiaries and related companies) and their permanent and/or contract employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
- (iii) Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers, public listed companies, private limited companies, clubs, associations and co-operatives.

4. Ineligibility

The following groups of persons shall not be eligible to participate in the Campaign:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Campaign and their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

5.1 The following MediSavers Healthcare Membership Program application will be disqualified:

- (a) unclear, incomplete, duplicate, cancellation or illegible; and/or
- (b) entries that violate the Terms and Conditions, MXM Membership Advisor Code of Conduct, any applicable laws and/or regulations.

5.2 In addition, the Organiser reserves the right to disqualify any Participant that undermines, has or attempted to undermine the operation of the Campaign by fraud, cheating or deception.

5.3 In the event of a disqualification after a Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

6. Prizes

6.1 The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Redemption Date in any respect whatsoever. The Organiser reserves the right to determine how uncollected Prizes will be dealt with.

- 6.2 Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 6.3 All costs, fees and/or expenses incurred or to be incurred by the Winners in relation to the Campaign and/or to claim the Campaign Grand Prize, Round 1 Lucky Draw for Members or Round 2 Lucky Draw for Members which shall include but not limited to the costs for transportation, postage/courier, personal costs and any other costs, fees, levies or taxes are the sole responsibility of the Winners.
- 6.4 To the fullest extent permitted by law, there are no, and MXM International Sdn Bhd expressly excludes and disclaims any, representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or suitability or fitness for a particular purpose in respect of the Prizes.
- 6.5 Prizes are provided by MXM International Sdn Bhd's suppliers. The Eligible Persons, Participants and/or Winners hereby acknowledge and agree that MXM International Sdn Bhd excludes all warranty and/or liability in connection with the awarded prizes and/or the Contest. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption and/or usage of the prizes. MXM International Sdn Bhd shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participants as a result of the participation in the Campaign and/or the use of the Prizes.
- 6.6 Any risk of loss or damage to the Prizes will pass to the Winners upon delivery of the Prizes to such Winners. MXM International Sdn Bhd shall not be liable for or obliged to recognize or replace any defective, lost, damaged or stolen Prizes where such defect, loss or damage in respect of the Prize is not due to the fault and/or negligence of MXM International Sdn Bhd.
- 6.7 Where Prizes under this Campaign are in the form of certificates/vouchers issued by participating merchants or suppliers, the Prizes are valid for use until the date specified on the certificates/vouchers and are subject to the relevant terms and conditions applicable to using them. If they remain unused or unredeemed after any specified date, these certificates/vouchers will lapse and will not be replaced.
- 6.8 If the Prizes (where the Prizes are in the form of certificates/vouchers) are used for a value less than the amount stated on them, the difference will not be refunded to the Participant. If the value of the Prizes is less than the value of the item(s) purchased, the Participant/ Winner must pay the difference.
- 6.9 Eligible Person/ Participant/Winner understands that the terms and conditions specified in the Prizes, where applicable, are beyond MXM International Sdn Bhd's control and are determined by the supplier. Any disputes(s) arising out of the terms and conditions applicable to such Prize(s). MXM International Sdn Bhd is not responsible for investigating or resolving any disputes between any

Winner and the supplier and is not responsible for replacing or cancelling any redemption as a result of such dispute(s).

- 6.10 MXM International Sdn Bhd shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prize or any terms and conditions in respect thereof shall be settled directly between the relevant Winners and the relevant supplier, dealer or manufacturer. MXM International Sdn Bhd will bear no responsibility for resolving any dispute and the Winners must liaise directly with the relevant supplier and not MXM International Sdn Bhd in this regard. If the supplier is unable to supply the same model of the Prize(s), MXM International Sdn Bhd reserves the right to substitute any Prize(s) with another product of similar retail value.
- 6.11 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.12 All Prizes must be taken according to the terms and conditions of the Organiser, its agent sponsor or third party providing the Prizes.

Travel/Holiday Prizes:

If travel is offered as a Prize, flights and accommodation are subject to availability at time of booking. The Prize must be taken in accordance with the dates and destinations specified by the Organiser, its agent or sponsors. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the Winner.

- 6.13 Prize(s) are given out on an “as it is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.
- 6.14 Prizes must be claimed in person unless the Organiser prescribes other modes of collection.

7. Publicity

The Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Campaign (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Campaign of any goods or services of the Organiser, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

8. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its holding, subsidiary or related companies as defined in the Companies Act 2016 (“MXM International Sdn Bhd”), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or

incurred as a result of the Participant's participation in the Campaign, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions,

9. Limitation of Liability

- 9.1 The Participant's participation in the Campaign shall be at the Participant's own risk.
- 9.2 The Organiser, MXM International Sdn Bhd, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Campaign, as well as the redemption and/or utilisation of any Prize won.

10. General

- 10.1 The Organiser, its agents, sponsors and/or 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 Participants in any manner whatsoever in such circumstances.
- 10.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Campaignal materials) in connection with this Campaign, in particular that relates to the Prize, are the properties of their respective owners. This Campaign and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies
- 10.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 10.4 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.
- 10.5 Where the Terms and Conditions of the Campaign is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 10.6 The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia.

11. Privacy Notice

- 11.1 By participating in the Campaign, you consent for MXM International Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 2016 ("MXM International Sdn Bhd") and service providers, agents and

contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process your personal information provided in the Campaign Entry for purposes of the Campaign. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.

- 11.2 The Organiser may also use winner’s personal information for purposes of contacting and sending to you marketing and Campaignal information or materials about our products, services, samples, any Campaigns, events or contests organised by the Organiser.
- 11.3 In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 11.4 In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 11.5 At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at <https://www.mxm.com.my/privacy-statement/>
- 11.6 To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.

All your written requests or queries should be addressed to:

- Contact: Compliance and Internal Audit Executive
- Address: MXM International Sdn. Bhd. MXM Tower A801, Pusat Dagangan Phileo 2, No 15, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor. Or
- Company directory: <https://www.mxm.com.my/contact-us/>
- Call us: +603 – 7721 2889

- 11.7 Please note the Organiser requires your personal information in order to process your participation in the Campaign, without which we will not be able to process your application.
- 11.8 For a more detailed description of our privacy practices, please refer to our Privacy Policy at <https://www.mxm.com.my/privacy-statement/>. We reserve the right to update and amend this privacy notice or our privacy policy from time to time.