

UNIVERSITI TUNKU ABDUL RAHMAN – UTAR’S JomPAY CAMPAIGN”

TERMS & CONDITIONS

The following set out the terms and conditions applicable to the UTAR’s JomPAY Campaign (“Terms & Conditions”):-

CAMPAIGN PERIOD

The “UTAR’s JomPAY CAMPAIGN” (“Campaign”) organized by UNIVERSITI TUNKU ABDUL RAHMAN (UTAR), will run from **28 October 2019 00:00:00 to 28 November 2019 16:59:59 Malaysia Time** (“Campaign Period”). By participating in the Campaign, the Eligible Participants hereby expressly agree to be bound by the Terms & Conditions and the decisions made by UTAR.

ELIGIBILITY

- 1) Subject to the Terms and Conditions, this Campaign is open to UTAR students ONLY who:-
 - a) have a valid personal bank account opened in Malaysia;
 - b) make UTAR student bill payment via JomPAY, (whether it is through ATM or online banking platform), using UTAR Biller Code provided by JomPAY Scheme Operator (as defined hereinafter) during the Campaign Period (“Eligible Transaction”).

Student who fulfils the above criteria is hereinafter defined as “Eligible Participant”.

- 2) The following transactions are **NOT** considered as Eligible Transactions and will not be selected for participation in this Campaign:-
 - a) transactions which are subsequently cancelled or refunded including but not limited to transactions cancelled by UTAR, the bank where the JomPAY transaction is made, or Payments Network Malaysia Sdn Bhd (“JomPAY Scheme Operator”) for any reason whatsoever; or
 - b) transactions which are disputed.

Eligible Transactions that fulfilled item (1) above and not classified under item (2) above are automatically selected for participation in this Campaign.

CAMPAIGN MECHANISM

PART A: Campaign Eligibility

- 1) Only UTAR students who performed the Eligible Transaction and comply with the eligibility criteria mentioned herein and the Terms and Conditions are to be considered as Eligible Participant.
- 2) Notwithstanding the above, the right to determine the Eligible Participant/Winner is at the sole discretion of UTAR and all decisions made shall be final, conclusive and binding.

PART B: Prizes

Category of Prize	Item Description	No. of Winner
Grand Prize	RM1,000.00 Cash*	1
Consolation Prize	RM500.00 Cash*	6
	RM500.00 Senheng Vouchers	8

* Cash prize will be credited to the winner’s bank account registered with UTAR.

- a. Each Eligible Participant is entitled to only win one (1) prize during the draws throughout the Campaign.
- b. Unless otherwise specified in the terms and condition herein, no substitution or replacement of, or modification to the Prize requested by the winner will be permitted.

PART C: Notification of Draw Results and Claim of Prizes

- 3) Selection of the winners of the respective categories will be conducted by UTAR via random draw in the manner at UTAR's own discretion ("Selected Winners"). The Eligible Participants will be notified on the Campaign Prize Winners via website of UTAR on 13 December 2019.
- 4) Cash prizes will be credited into the Winner(s)' bank accounts by 31 December 2019. All costs and expenses incurred or to be incurred for the collection, redemption or delivery of the Prizes shall be borne fully by the Winner(s).
- 5) Winner(s) shall assume full liability and responsibility in case of any accident, injury, damage, loss or claim resulting from participation of this Campaign, redemption and/or usage of the Prizes. UTAR shall not be responsible for any liability, loss, damage, claim suffered by third parties or the Eligible Participants of the Winner(s) in any manner whatsoever during and after the Campaign.
- 6) UTAR reserves the right to request for any documentation or supporting proof of identification of the Winners prior to the collection of the Prizes. Prizes will be forfeited if the Winner(s) is unable to complete and pass the verification process successfully or if verification documents provided are in any way different from the information provided to UTAR.
- 7) UTAR in its absolute discretion reserves the right to select other Winner(s) to substitute any Winner(s) who may be ineligible or disqualified for any reason whatsoever without assigning any reasons thereto.
- 8) All prizes are not transferable, assignable or exchangeable for cash or in kind.
- 9) In the event the Selected Winners did not collect the prizes by 15 January 2020, UTAR shall allocate the Grand Prize or Consolation Prizes to the next Selected Winner.

GENERAL TERMS & CONDITIONS

- 1) UTAR in its absolute discretion may cancel, vary or suspend this Campaign in the event that the Campaign is unable to proceed for whatsoever reasons including but not limited to computer viruses, hacking, unauthorized intervention, fraudulent, technical issue, change of law, or anything beyond UTAR's control.
- 2) UTAR is the sole party responsible for the prizes, organizing and implementation of the Campaign. Any queries relating to the Campaign should be made directly to UTAR.
- 3) UTAR shall not be liable and responsible nor shall accept any liabilities whatsoever nature however arising or suffered by any Eligible Participant resulting directly or indirectly from this Campaign. All decisions made by UTAR in relation to the Campaign including but not limited to the Terms and Conditions, the Campaign Mechanism, shortlisting, selection of winners and/or forfeiture of the Prizes shall be final, conclusive and binding.
- 4) UTAR shall be entitled to amend, shorten, vary, suspend or cancel this Campaign or the Terms and Conditions by giving written notice via its website or any other methods in its absolute discretion to the Eligible Participants. No compensation in cash or any kind shall be given for any costs, expenses, losses or damages suffered or incurred by the Eligible Participants as a result of this.
- 5) By performing the Eligible Transaction and participating in the Campaign, the Eligible Participants agree to be bound by the Terms and Conditions herein.
- 6) By performing the Eligible Transaction and participating in the Campaign, the Eligible Participant(s)/Winner(s) give their consent to and authorize UTAR to disclose or use the Eligible Participant(s)/Winner(s) information and/or all other details on or in relation to the Eligible Participants, the Eligible Transaction or this Campaign to any relevant parties including but not limited to banks where the JomPAY transaction is made or JomPAY Scheme Operator for the purpose of running this Campaign including the announcement of the winners through and in the website of UTAR and such other various purposes as UTAR shall deem proper and necessary.
- 7) Neither JomPAY Platform Provider nor UTAR will be responsible for any late, delayed, incomplete, misdirected or undeliverable transactions during the Campaign Period, whether by JomPAY Scheme Operator or otherwise.

- 8) JomPAY Scheme Operator and/or UTAR shall not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of UTAR/JomPAY Scheme Operator.
- 9) Disclaimer: TO THE FULLEST EXTEND PERMITTED BY LAW, IN NO EVENT SHALL JOMPAY SERVICE PROVIDER AND/OR UTAR LIABLE TO THE ELIGIBLE PARTICIPANT(S)/WINNER(S) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATEA, BUSINESS OR PROFITS) ARISING OUT OR IN CONNECTION WITH THE ELIGIBLE PARTICIPANT(S)/WINNER(S) PARTICIPATION IN THIS CAMPAIGN, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT JOMPAY SERVICE PROVIDER AND/OR UTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
- 10) Word denoting the singular include the plural and vice versa.
- 11) In the event of a conflict in the interpretation of this Terms and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.
- 12) The Promotion Terms and Conditions shall be governed and construed in accordance with laws of Malaysia.
- 13) The invalidity, illegality or unenforceability of any terms and conditions herein shall not affect the continuation in force of the remainder of the Terms and Conditions and/or this Campaign.

(END)