

"KOPERASI JAYADIRI MALAYSIA BERHAD - KOJADI's JomPAY CAMPAIGN"

TERMS & CONDITIONS

The following sets out the terms and conditions applicable to the KOJADI's JomPAY Campaign ("Terms & Conditions"):-

CAMPAIGN PERIOD

The "KOJADI's JomPAY CAMPAIGN" ("Campaign") organized by KOPERASI JAYADIRI MALAYSIA BERHAD- KOOP. NEGARA NO.49 ("KOJADI") will run from **1st July 2019 00:00 to 30th September 2019 16:59:59 Malaysia Time** ("Campaign Period"). By participating in this Campaign, the Eligible Participants hereby expressly agree to be bound by the Terms & Conditions and the decisions made by KOJADI.

ELIGIBILITY

- 1) Subject to the Terms and Conditions, this Campaign is open to KOJADI members ONLY who :-
 - a) have a valid personal bank account opened in Malaysia;
 - b) make loan repayment with KOJADI (must not be less than the prescribed monthly instalment amount) via JomPAY, (whether it is through ATM or online banking platform) using KOJADI Biller Code provided by JomPAY Scheme Operator (as defined hereinafter) during the Campaign Period ("**Eligible Transaction**");
 - c) have attained the age of 18, of sound mind, solvent and not having any pending actions or proceedings of whatsoever nature; and
 - d) have good and satisfactory conduct of the account with KOJADI

Member who fulfils the above criterion is hereinafter defined as "Eligible Participant". However, the directors, officers and employees of KOJADI and JomPAY Scheme Operator as well as their parents, spouses and children are not eligible to participate in this Campaign nor to win any prizes.
- 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 (whether full or partial cancellation or refund of excess repayment) including but not limited to transactions cancelled by KOJADI, 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 or deemed to be unauthorized or fraudulent.

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 loan members 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) Only the student borrowers will be considered as Eligible Participants in the case of co-borrower/joint-borrower for education loans. Notwithstanding the above, the right to determine the Eligible Participant/Winner is at the sole discretion of KOJADI and all decisions made shall be final, conclusive and binding.

PART B : Prizes

Category of Prize	Item Description	Qty
Grand Prize	RM4,000.00 Senheng Vouchers	1 (1 Winner)
Consolation Prizes	RM2,000 Cash Rebate *	2 (2 Winners)

* - Cash rebate will be credited to the winner's loan account registered with KOJADI.

- 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 conditions herein, no substitution or replacement of, or modification to the Prizes requested by the winner will be permitted.
- c. KOJADI reserves the right to substitute or replace the Prize offered in this Campaign with a similar valued prize without any prior notice to the Eligible Participants or the winners.

PART C : Notification of Draw Results and Claim of Prizes

- 3) Selection of the winners of the respective categories will be conducted by KOJADI via random draw in the manner at KOJADI's own discretion ("Selected Winners"). The Eligible Participants will be notified on the Campaign Prize Winners via website of KOJADI on or by 15th November 2019.
- 4) The Selected Winners will be contacted by KOJADI to answer two (2) questions within seven (7) business days after the winner selection.
- 5) Only three (3) attempts of phone calls will be made during office hours, Monday to Friday (9am-5pm).
- 6) In the event the Selected Winners cannot be contacted i.e. voicemail, line busy or fail to answer all questions correctly, KOJADI shall allocate the Grand Prizes or Consolation Prizes to the next Selected Winner.
- 7) Cash rebate for Consolation Prizes will be credited to the winners' loan accounts with KOJADI by 31st December 2019. Grand Prize Winner (s) should arrange prize collection from KOJADI's Office or by other means or manners of delivery to be arranged by winners with the consent of KOJADI. All costs and expenses incurred or to be incurred for the collection, redemption or delivery of the Prizes shall be borne fully by the winners.
- 8) All the winners shall be responsible to notify KOJADI in writing or via telephone not later than 15th January 2020 for non-receipt of prizes. If no notification is received by KOJADI by 15th January 2020, Winner(s) shall be deemed to have received the Prize(s).
- 9) Winners 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. KOJADI shall not be responsible for any liability, loss, damage, claim suffered by third parties or the Eligible Participants or the winners in any manner whatsoever during and after the Campaign.
- 10) KOJADI 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 KOJADI.
- 11) KOJADI 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.
- 12) All prizes are not transferrable, assignable or exchangeable for cash or in kind.

GENERAL TERMS & CONDITIONS

- 1) KOJADI 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 KOJADI's control.
- 2) KOJADI is the sole party responsible for the prizes, organising and implementation of the Campaign. Any queries relating to the Campaign should be made directly to KOJADI.
- 3) KOJADI shall not be liable and responsible nor shall accept any liabilities whatsoever nature howsoever arising or suffered by any Eligible Participant resulting directly or indirectly from this Campaign. All decisions made by KOJADI 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) KOJADI shall be entitled to amend, shorten, vary, suspend or cancel this Campaign or the Terms and Conditions by giving at least five (5) days 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 this Campaign, *the Eligible Participants/Winners give their* consent to and authorize KOJADI to disclose or use the Eligible Participants/winners' 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 KOJADI. and such other various purposes as KOJADI shall deem proper and necessary.
- 7) Neither JomPAY Platform Providers nor KOJADI 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 KOJADI 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 KOJADI/JomPAY Scheme Operator.

- 9) Disclaimer: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JOMPAY SERVICE PROVIDER AND/OR KOJADI BE LIABLE TO THE ELIGIBLE PARTICIPANTS/WINNERS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE ELIGIBLE PARTICIPANTS/WINNERS 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 KOJADI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
- 10) Words 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.

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