

# Duit Raya Gembira Terms and Conditions

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1. This Duit Raya Gembira (“Campaign”) Terms and Conditions (“Campaign Terms and Conditions”) shall be supplementary to the Tune Talk Service Subscription, <https://www.tunetalk.com/my/en/ancillary/tnc/service-subscription> (“Service Subscription Terms and Conditions”).
2. All subscribers that participate in the Campaign are bound by the Campaign Terms and Conditions terms together with the Service Subscription Terms and Conditions and/or any other terms and conditions related to the provision of Tune Talk’s Service. Tune Talk reserves the sole and absolute right to amend, modify, vary, or change any Plan or Service Subscription Terms and Conditions at any time without any prior notice to subscribers.
3. In the event of disputes regarding the Campaign or the Terms and Conditions of the Campaign, Tune Talk shall have the right to make the final decision.
4. This Campaign is valid for all Tune Talk subscribers from 19<sup>th</sup> April 2021 (12:00AM) to 20<sup>th</sup> June 2021 (11:59PM) (“Campaign Period”).
5. Subscribers who subscribed to Halo Telco, Tone Excel and Tone Plus tariff plans are **eligible** to participate in this Campaign. Subscribers can check their tariff plan by dialling \*111#).
6. Eligible for all Malaysian with NRIC aged 12 or above.
7. Subscribers who are below the age of 18 years old are deemed to have obtained the consent of their parents or guardians to participate in this Campaign.
8. Mechanics:
  - a. The subscriber must be a Tune Talk subscriber during the campaign period.
  - b. The subscriber will automatically enter the draw when they top up a minimum of RM30 or RM50 via Maybank2u.
  - c. The lucky winner(s) will be informed via SMS from Tune Talk.
9. In the case of the winner fails to respond to the call, the winner has won a prize in the same event, the winner rejects their prize or the entry is invalid or in breach of the Terms and Conditions, Tune Talk has the authority to forfeit the prize(s) and shall be entitled to select another lucky winner.
10. Organiser will not be held liable in the event that the Winners are not contactable for whatever reasons.
11. In the event that the subscriber’s mobile number is not in ACTIVE status (ACTIVE status means that a subscriber’s Tune Talk credit validity has not expired), the subscriber will not be able to utilize the data plan until he/she returns to ACTIVE status by topping up.
12. There are two categories of prizes under the Campaign (“Prizes”) are as follows:

Prize Category	Top Up Amount	Details	No. of Winners
Daily Prizes	RM30 or RM50 *19 <sup>th</sup> Apr – 20 <sup>th</sup> June 2021	RM30 credit reload (3 winners daily)	183
		RM50 credit reload (3 winners daily)	183
Grand Prizes		iPhone 12	3
		<b>Total Winners</b>	<b>369</b>

### 13. Selection of Winners

#### a. Daily Prizes

- The Daily Prizes winners will be selected on daily basis. The winners of the Daily Prizes will receive the prize of mobile credit within 24 to 48 hours.
- The Daily Prizes winners will be calculated based on top up from 00:00:00 to 23:59:59 every day.

#### b. Grand Prizes

- The Grand Prizes winners will be selected randomly on daily basis.
- The Grand Prizes winners are required to attend the prize-giving ceremony scheduled by Tune Talk & Maybank. In the event the winner is not able to attend, the winner is required to collect the prizes within 30 days at a venue selected by Tune Talk & Maybank. The winners are required to provide their identification card for verification purpose before collecting the prizes. All unclaimed prizes will be forfeited after 30 days after the prize announcement. Any winner whose prize has been forfeited shall not be entitled to any payment or compensation.

14. Each subscriber is entitled to win **ONE (1)** prize only during the entire Campaign Period.

15. All winners' names and their phone number (first and last 3 digits) will be published on Tune Talk official website and/or Tune Talk official Facebook page or any other method of communications that Tune Talk & Maybank deems appropriate.

16. By participating in this Campaign, all participants: -

- Consent for Tune Talk & Maybank collect, record, hold, store, use and disclose their personal information for purposes which are necessary or related to the participation in the Promotion.
- Consent for Tune Talk & Maybank to disclose or publish their personal information such as their names and identities and any general information that Tune Talk & Maybank sees fit about the participants in any media, marketing or advertising materials.; grant Tune Talk & Maybank the absolute and unrestricted right to modify, use and publish any still or moving images of the participants for any promotional, marketing, commercial or other related purpose, without any payment or compensation.

17. Tune Talk and Maybank reserve the right to reject any entries or disqualify participants without assigning any reason.

18. Tune Talk & Maybank decision on any matter relating to this Campaign are final and binding on all participants. If any matters arise which are not covered in these Terms and Conditions, they will be determined solely by Tune Talk & Maybank.
19. Tune talk & Maybank may change any of these Terms and Conditions including terminating or suspending this Promotion and extending the Campaign Period.
20. Tune Talk & Maybank shall be entitled to withhold any benefits under the Services rendered, with or without notice to the users if the user is found to have breached TNGD's Users Term and Conditions.
21. Tune Talk provides **no** guarantees, warranties or servicing of the prizes and is not liable for any personal injury or damage to the item.
22. This Campaign cannot be exchangeable for cash or used in conjunction with any other offers, privileges, promotions, or packages, unless otherwise stated.
23. Employees of Tune Talk and its affiliates in Participating Countries, advertising and promotion agencies of Tune Talk together with their employees, and immediate family member and/or those living in the same household of each of the aforesaid persons are not eligible to participate to this Campaign.
24. All costs and/or any other costs, fees and/or related expenses that are incurred to participate in The Campaign and to redeem the prizes are the sole responsibility of the Winners.
25. Tune Talk reserves the sole right at any time during the running of the Campaign to exclude any entries from the Campaign, for any reason and for no reason, including without limitation, violation of any portion of these Terms and Conditions.
26. Tune Talk reserves the right to temporarily block, suspend or cancel the subscription to the Promotion or Service if Tune Talk has reasonable grounds that the Promotion and/or Service has been abused, used, or exploited commercially without Tune Talk authorization, fraud or against any law.
27. Authenticity of registrations will be subject to audit and checks by Tune Talk. If registration is proven to be fraudulent including but not limited due to false IDs, commercial usage, unauthorized registrations, etc. Tune Talk reserves the right to terminate the line without notice.
28. All queries pertaining to the above Campaign should be directed to Tune Talk's Customer Care by calling 13100 or 03-2772 0000 from 8am to 10pm daily.
29. Subscription and use of Tune Talk Prepaid mobile services are subject to Tune Talk standard Prepaid Terms and Conditions. In the event of any inconsistency, Tune Talk standard Prepaid Terms and Conditions will apply to the extent of such in consistency.

30. Where the Terms and Conditions are translated into a language other than the English Language, in the event of any inconsistencies, conflict or discrepancies between the Terms and Conditions set out in the English Language version and that of the language(s), the English Language version shall prevail.
31. The Terms and Conditions herein shall be governed and construed in the laws of Malaysia and the subscriber agrees unconditionally to the non-exclusive jurisdiction of Malaysia.
32. The subscriber's personal information is subject to the Personal Data Protection Act, 2010 requirements as stated here at <https://www.tunetalk.com/my/en/ancillary/tnc/privacy-policy>. Kindly refer to the link for detailed information and understanding of the scope of the privacy policy therein.