

TERMS AND CONDITIONS OF “BOOST BIZ BIGSHOT V3 (BIGSHOT CASH PRIZE) CAMPAIGN” (CAMPAIGN)

This Campaign is held by Axiata Digital eCode Sdn. Bhd. (Company No. 201701000820 (1214970-T)) (“eCode”). By participating in the Campaign, Merchants (as hereinafter defined) hereby agree to be bound by these terms and conditions which shall form an integral part of and to be read together with Boost Business Terms and Conditions.

In the event of a conflict or inconsistency between these terms and conditions, such inconsistency shall be resolved by giving precedence in the following decreasing order (i) these terms and conditions; and (ii) Boost Business Terms and Conditions.

Campaign Period

This Campaign shall commence on 1st July 2023 and ends on 31st December 2023 (“Campaign Period”). Any variation/ extension thereof shall be at the sole discretion of eCode.

Eligibility

This Campaign shall be applicable to all eligible Boost merchants and merchants who use point-of-sales terminals which accept Boost as a payment method, who fulfil the following criteria:

- (i) merchants who are registered with Suruhanjaya Syarikat Malaysia (SSM) and/or authorized registration bodies and having one (1) or more outlets; or merchants who are Malaysian or holding Malaysia Permanent Residency (PR) status, but not registered with SSM;
- (ii) merchants who are not a Regional Key Account or a Key Account;
- (iii) merchants who accept cashless transaction via:
 - (a) Boost DuitNow QR Scan and Pay;
 - (b) Boost payment link;
 - (c) Boost mPOS system; and/or
 - (d) point-of-sales terminals which accept Boost as a payment method,(each a “**Transaction Method**”, and collectively, “**Transaction Methods**”);
- (iv) merchants who satisfy all other criteria set out in the applicable Campaign Mechanics.

(“Merchants” or “You”).

Campaign Mechanics

1. Weekly Prizes - RM88 Boost eCard (“Weekly Prize”)

- i) Merchants must achieve a minimum weekly gross transaction value (“**GTV**”) of RM300 during the Campaign Week (as hereinafter defined).
- ii) eCode only recognizes transaction amounts transacted via the Transaction Method(s) and payment transactions performed by the Merchant via the Payment Method(s) (as defined hereinafter).
- iii) Each Weekly Prize winner is eligible to receive one (1) Weekly Prize only during the Campaign Period. The Weekly Prize, namely the RM88 Boost eCard is a Boost-branded electronic card with

preloaded value of RM88 which can be used for bill payment, prepaid and/or international top up transactions over BoostBills Web (<https://paybills.myboost.co/select-biller>). For clarity, the use of the RM88 Boost eCard will be subject to further terms and conditions applicable to the use of the service provided via BoostBills Web and those regulating the validity and use of the Boost eCard itself.

- iv) Entry for the draw of the Weekly Prizes closes weekly on each Sunday (11:59 p.m.) of each Campaign Week (which runs from Monday to Sunday, commencing from 3 July 2023)(“**Campaign Week**”), during the Campaign Period.
- v) A week after the end of each Campaign Week, the Weekly Prize winners will be announced via the official Boost Business app channels and they will be notified through the official Boost Business email with instructions on the collection of the prizes.

2. Monthly Cash Prizes - RM888 (“Monthly Cash Prize”)

- i) Merchants must achieve a minimum monthly GTV of RM1,200 during a calendar month (“**Campaign Month**”). E.g. the first Campaign Month shall be from 1 July 2023 up to and until 31 July 2023.
- ii) eCode only recognizes transaction amounts transacted via the Transaction Method(s) and payment transactions performed by the Merchant via the Payment Method(s) (as defined hereinafter).
- iii) Each Monthly Cash Prize winner is eligible to receive one (1) Monthly Cash Prize only during the Campaign Period.
- iv) Entry for the draw of the Monthly Cash Prizes closes at the end of every Campaign Month, during the Campaign Period.
- v) A week after the end of each Campaign Month, the Monthly Cash Prize winners will be announced via the official Boost Business app channels and they will be notified through the official Boost Business email with instructions on the collection of the prizes.

3. Quarterly Cash Prizes – RM8,888 (“Quarterly Cash Prize”)

- i) Merchants must achieve a minimum monthly GTV of RM3,600 during a Campaign Quarter (as defined hereinafter) during a Campaign Quarter (as defined hereinafter).
- ii) eCode only recognizes transaction amounts transacted via the Transaction Method(s) and payment transactions performed by the Merchant via the Payment Method(s) (as defined hereinafter).
- iii) Each Quarterly Cash Prize winner is eligible to receive one (1) Quarterly Cash Prize only during the Campaign Period.
- iv) Entry for the draw of the Quarterly Cash Prizes closes at the end of every Quarter (as described in the table below) (“**Campaign Quarter**”) commencing from 1 July 2023, during the Campaign Period:

Quarter
1 July 2023 to 30 September 2023
1 October 2023 to 31 December 2023

- v) A week after the end of each Campaign Quarter, the Quarterly Cash Prize winner will be announced via the official Boost Business app channels and they will be notified through the official Boost Business email with instructions on the collection of the prizes.

- 4. If a transaction is voided, the accumulated entries related to the transaction amount will be voided too. For the avoidance of doubt, voided transactions are transactions that are cancelled by a Merchant before the transaction is settled through a customer’s Boost account. If any of the voided transactions is found made purposely to gain entries for the Campaign, eCode reserves the right to void the said transaction and other accumulated transactions too.

Winners Selection

The Weekly Prize/Monthly Cash Prize/Quarterly Cash Prize winners will be selected based on the following.

- i) Merchants with highest percentage increase in GTV and Payment Transaction Value of the Campaign Week, Campaign Month or Campaign Quarter compared to the previous week, month or quarter as the case may be, will be selected as the winners of the Weekly Prizes, Monthly Cash Prizes and Quarterly Cash Prizes respectively, in order from the highest to lowest percentage increase accordingly;
- ii) In the event of a tie between the Merchants' percentage increase, the Merchants who achieved a higher combined total payment amount via Scan & Pay via Boost Merchant Wallet ("**BMW payment method**") and/or bill payments via the "Bills" tile in Boost Biz's app ("**BPT Payment Method**") (each a "**Payment Method**", and collectively, "**Payment Methods**") shall be selected as the winner; and
- iii) In the event of a tie between the Merchants' percentage increase and the Merchants' combined total payment amount via the Payment Method(s), the Merchant achieving both criteria first in time, shall be selected as the winner.

The entry pool is refreshed at the end of every Campaign Week, Campaign Month and Campaign Quarter as the case may be.

Prize Fulfilment

1. Weekly Prize

- i) There will be eighty (80) winners every Campaign Week for the Weekly Prize.
- ii) The selected Weekly Prize winners must contact eCode (via communication method as set out in eCode's notice), within three (3) working days after being notified that they have won the said prizes.
- iii) The redemption code for the Weekly Prizes, i.e. the RM88 Boost eCard, will be sent to the winners' e-mail registered in the Boost Biz App within sixty (60) days after the Weekly Prize winners have been notified that they have won the Weekly Prize. The redemption code has a validity period of thirty (30) days from the date it is sent to the winners for purposes of redeeming the Weekly Prize, after which the redemption code shall expire and be forfeited automatically without notice and the Boost user shall have no claim whatsoever against eCode.

2. Monthly Cash Prize

- i) There will be three (3) winners every Campaign Month for the Monthly Cash Prize.
- ii) The selected Monthly Cash Prize winners must contact eCode (via communication method as set out in eCode's notice), within three (3) working days after being notified that they have won the said prizes.
- iii) The Monthly Cash Prizes, i.e. cash, will be credited into the winners' bank accounts registered with eCode after sixty (60) working days after the Monthly Cash Prizes winners have been notified that they have won the Monthly Cash Prizes.

3. Quarterly Cash Prize

- i) There will be one (1) winner every Campaign Quarter for the Quarterly Cash Prize.
- ii) The selected Quarterly Cash Prize winner must contact eCode (via communication method as set out in eCode's notice), within three (3) working days after being notified that they have won the said prize.
- iii) The Quarterly Cash Prize, i.e. cash, will be credited into the winners' bank accounts registered with eCode after sixty (60) working days after the Quarterly Cash Prize winner has been notified that the Merchant has won the Quarterly Cash Prizes.

General Campaign Terms and Conditions

1. The term "Campaign" in these General Terms and Conditions set out below shall mean Boost Biz Bigshot v3 (Bigshot Cash Prize) Campaign and where the context applies
2. The term "Campaign Period" in these General Terms and Conditions set out below shall mean the Campaign Period of the Boost Biz Bigshot v3 (Bigshot Cash Prize) Campaign and where the context applies, the Campaign Period of the Boost Biz Bigshot v3 (Bigshot Cash Prize) Campaign.
3. Transactions made or entries received, as the case may be, after the expiry of the Campaign Period are considered invalid and will not be considered for this Campaign.
4. eCode reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of the Campaign without prior notice to the Merchant and Merchant shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof.
5. eCode reserves the right to check and verify the transactions made by the Boost user to the eligible Merchant(s). eCode may disqualify and/ or blacklist you if you are suspected of engaging in suspicious transactions using the Boost mobile application.
6. eCode's decisions in any matter in relation to the Campaign shall be final and conclusive.
7. All prize winners must abide by the terms and conditions of the Campaign and if any, attached to the prizes. The prize winners are solely responsible for the collection of their prizes, where applicable. The prize winners shall bear all costs, fees, and/ or other related expenses that are incurred to claim their prizes.
8. In the event a prize winner chooses not to accept a prize, he/ she will disclaim all rights, interests, and claims to that prize, and eCode shall in its sole and absolute discretion deal with the said prize.
9. Prize winners will ONLY be contacted by eCode via official Boost Business app channels and through the official Boost Business email. Except as stated hereinbefore, eCode will NOT contact you through phone calls or any other communication channels, including but not limited to Whatsapp or SMS, for any purposes related to the Campaign.
10. eCode may also choose to announce the winners via the Boost mobile application and Boost Business Facebook with prior written consent obtained from the winners.

11. eCode will not ask for any banking details such as credit card/ debit card number and bank transaction authorization code (TAC), Boost Business account password, PIN or one-time password (OTP) for the winners to claim the prize or for any reason whatsoever. Please do not share your banking details with anyone.
12. In the event the prize winners fail to comply with any terms and conditions of the Campaign and/ or the Prize winners fails to contact/ respond to eCode's winner notification within three (3) working days or such other period as stated in the said winner notification, from the date he/ she is notified, eCode reserves the right to forfeit prize, and/ or select another winner.
13. eCode shall not be liable for any claim by Merchant or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with the Campaign.
14. eCode shall not be liable for loss or damage to property or any personal injury or loss of life resulting from or in connection with the Campaign.
15. Merchant acknowledges and agrees that eCode reserves the rights to disqualify Merchant's participation of the Campaign or forfeit any prizes given to the Merchant if (i) the Merchant is found or suspected of tampering with the Campaign mechanics or the operation of the Campaign; (ii) the Merchant is found or suspected of undertaking fraudulent activities or other activities harmful to the Campaign; or (iii) the Merchant is in breach of its obligations or any terms and conditions of the Campaign. Notwithstanding the above, eCode reserves the right to reject any participation or the Merchants at its sole and absolute discretion without assigning any reasons whatsoever.
16. eCode does not take any responsibility in the event the Merchant is prevented from participating in the Campaign, as a result of certain technical restrictions or other limitations specific or force majeure which including but not limited to regulatory and/or government directive, act of God etc.
17. eCode disclaims any liability arising from the products or services sold by the Merchants.
18. All prizes are accepted entirely at the risk of the prize winners, and eCode disclaims all liabilities, representation, and warranties in connection with any prize to the extent permitted by law and eCode shall not be responsible nor liable for any problems and/or damage thereto or arising therefrom.
19. All photographs, personal information and names submitted in the Campaign shall be the property of eCode.
20. Visual(s) of the prizes shown in any advertisement, promotional publicity and other materials relating to the Campaign are solely for illustration purposes only and may not depict the actual prizes.
21. By participating in the Campaign, the Merchant has agreed to allow eCode, at its absolute discretion, to use the Merchant's name, photographs, voice or video recordings and entries for publicity, advertising, trade or Campaign purposes in any media, without first obtaining any further consent nor making any payment whatsoever to the Merchant.
22. Except as expressly mentioned herein, eCode shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of the Merchants participating in the Campaign.
23. The content for the Campaign may be provided by a third party. eCode does not filter or edit such content. Merchant acknowledges that eCode is under no obligation to censor the content or information provided. eCode disclaims all liability in relation to the content provided.



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24. All prizes offered under the Campaign is not transferable, non-exchangeable for cash or in kind, where applicable, non-refundable for cash, and shall be subject to availability of stock. eCode reserves the right to substitute and replace the prize offered with another prize of equal value or higher value as eCode deems fit.
25. In the event any of the provision in these terms and conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
26. No delay or indulgence by eCode in enforcing any terms or conditions herein shall constitute waiver by eCode of Merchant's breach of these terms and conditions.
27. It shall be compulsory for the winners of the Campaign to display Boost branding for 3 years.