

# PAN MALAYSIAN SWEEPS SDN BHD REGISTRATION NO: 198801004329 (171686-H) BIG SWEEP CONDITIONS

#### 1. TICKET VOLUME

1.1 The tickets of the Big Sweep commence with the number 1000000 and shall end with a number determining the total amount of tickets available for a particular draw as determined by Pan Malaysian Sweeps Sdn Bhd (Company No: 198801004329 (171686-H) (hereinafter called "PMS").

### 2. TICKET PRICE

2.1 Tickets shall be priced at Ringgit Malaysia Three (RM3.00) each or such other price as determined by PMS from time to time in its sole and absolute discretion.

#### 3. PLACE OF PURCHASE

3.1 The tickets can be purchased through the Penang, Perak, and Selangor Turf Clubs (hereinafter called the "Turf Clubs"), or through their sole and exclusive agent, PMS and the authorised selling agents of PMS.

#### 4. PRIZE AND WINNING TICKETS

- 4.1 Prizes for the Big Sweep shall be in accordance with the prizes as advertised at premises of PMS and the official website of PMS.
- **4.2** The Main prizes payable shall be:

1st Prize: payable to the ticket drawn on the horse declared to be the winner;

2<sup>nd</sup> Prize: payable to the ticket drawn on the horse declared to be placed second;

3<sup>rd</sup> Prize: payable to the ticket drawn on the horse declared to be placed third;

4<sup>th</sup> Prize: payable to the ticket drawn on the horse declared to be placed fourth; 5<sup>th</sup> Prize: payable to the ticket drawn on the horse declared to be placed fifth;

6<sup>th</sup> Prize: payable to the ticket drawn on the horse declared to be placed sixth.

Other prizes payable shall be determined by PMS who has the sole and absolute discretion to change the price of the tickets and prizes offered, from draw to draw.

- **4.3** A winning ticket is entitled to more than one prize in the specified draw.
- **4.4** PMS has the sole and absolute discretion to change, alter or vary from time to time any prizes and/or prize structures for the Big Sweep.
- 4.5 Any revision of the prizes and/or prize structures shall be notified by notices displayed at the premises of PMS or through publication in the official social media account(s) of PMS or local newspapers.
- **4.6** Pictures of any merchandized prize shown in any advertising, promotional, marketing and other materials in connection with Big Sweep are solely for illustration purposes only, may not depict the actual colour or specification of the merchandized prize and do not include any optional accessories and equipment featured.
- 4.7 PMS makes no representation or warranty with respect to the merchandized prizes.
- 4.8 PMS is not liable for:-
  - (a) any defect of or dissatisfaction with the merchandized prizes; and
  - (b) any injury, death, consequential loss or damage of any nature whatsoever and however arising suffered by any party resulting directly or indirectly from the merchandized prizes.
- **4.9** The merchandized prizes are subject to the terms and conditions of the organizations whose products are given out as the merchandized prizes.
- **4.10** In the event that any merchandized prize is not available for whatsoever reason, PMS shall have the right to pay cash for the value of the merchandized prize as determined by PMS at its sole and absolute discretion at the time of the claim.
- **4.11** All prizes are not transferrable.

## 5. DRAW

- 5.1 The draw for the Big Sweep shall be conducted at such date, time and place as shall be determined by PMS in its sole and absolute discretion, including without limitation the power to postpone or cancel the draw as a result of unforeseen circumstances or any event which is beyond the control of PMS..
- 5.2 PMS will designate a horse race (the "designated race") to determine the winning numbers for the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> Prizes of a draw. Each ticket number shall be carried by one horse only.
- 5.3 In the event of a dead heat between two or more horses in respect of 1st, 2nd, 3rd, 4th, 5th and 6th places, PMS shall at its absolute discretion be entitled to redraw the tickets in order to determine the position of each of such tickets such that there shall only be one winning ticket accorded to each of 1st, 2nd, 3rd, 4th, 5th and 6th places.



- 5.4 In the event that any horse is scratched or withdrawn after a ticket number is assigned, that horse shall be deemed to be the last horse in the race.
- 5.5 In the event that a designated race is cancelled or postponed for whatsoever reasons for a particular draw, PMS shall re-designate another horse race for that draw, and Condition 5.2 above shall apply mutatis mutandis.
- 5.6 For the drawing of the front 4-digit prizes and the last 2-digit prizes, in the event there is a repeat of the same winning number drawn in the same draw, PMS shall redraw another winning 2-digit or 4-digit numbers, where applicable, for the relevant prizes.

#### 6. PAYMENT OF PRIZE

- 6.1 No person shall be entitled to claim prizes in respect of any Big Sweep ticket except upon a valid and lawful presentation of that ticket in accordance with the Conditions herein.
- All winning tickets shall be validated before giving the prizes. Torn, altered, tampered, mutilated and/or disfigured tickets shall not be entitled to any prize. A ticket becomes invalid and shall not be entitled to any prize if the protective layer over the area marked "VOID IF REMOVED" is tampered with in any manner as determined by PMS in its sole and absolute discretion. Tickets which do not pass the validation procedures and security checks as determined by PMS in its sole and absolute discretion shall not be entitled to any prize.
- 6.3 A person presenting a winning ticket shall be required to produce his identity card or other forms of identification as determined by PMS in its sole and absolute discretion.
- 6.4 The records of PMS shall be conclusive evidence of the validity of a ticket.
- 6.5 Prizes up to Ringgit Malaysia One Hundred Thousand (RM100,000.00) but excluding the prizes that also win the Jackpot prize irrespective of the total amount thereof, or such other amounts as determined by PMS from time to time in its sole and absolute discretion may be claimed at the PMS' authorised selling agents' offices. Payment for prizes above Ringgit Malaysia Five Thousand (RM5,000.00) shall be made by cheque only. Prizes above RM100,000.00 as well as the prizes that also win the Jackpot prize irrespective of the total amount thereof, shall only be claimed from the designated administrative office of PMS printed on the reverse side of each ticket. Merchandized prizes shall only be claimed from the designated administrative office of PMS printed on the reverse side of each ticket.
- 6.6 All claims in respect of a winning ticket shall be made within six (6) months from the eighth day after the Big Sweep is drawn, after which the ticket shall be deemed to be cancelled and shall be null and void. The prize(s) in respect of such ticket shall thereafter accrue to PMS.
- 6.7 Prizes presented on a winning ticket shall be an absolute and full discharge of PMS's obligations in respect of the combination of numbers forming such a winning ticket.

## 7. GENERAL

- 7.1 Each and every ticket is sold on the express condition that PMS shall not be under any liability whatsoever in connection with any matter arising out of the sale of such ticket and/or the particulars on the face of such ticket, whether PMS shall have been negligent, in breach of these Conditions or otherwise.
- 7.2 Any dispute in connection with Big Sweep shall be decided by PMS whose decision shall be final and conclusive.
- 7.3 Neither PMS nor any of its directors, employees, servants, contractors and/or agents shall be responsible in any manner whatsoever for lost or stolen tickets. No person shall be entitled to claim the prize payable in respect of any Big Sweep ticket except upon a valid and lawful presentation of that ticket in accordance with the Conditions herein.
- 7.4 These Conditions shall apply to all Big Sweep draws effective from Draw 18/21 and all previous rules relating to the conduct and sale of the tickets shall cease to apply with immediate effect.
- 7.5 These Conditions are applicable to the Big Sweep operations and a copy of the same may be viewed at the premises of PMS and the authorised selling agents of PMS. PMS has the sole and absolute right to change, alter, vary, or modify from time to time any of the Conditions herein. All purchasers of a Big Sweep ticket shall be deemed to have read and accepted and agreed to all these Conditions which shall form the agreement between PMS and such purchasers.
- 7.6 No person under the age of twenty-one (21) or any such minimum age as directed by the regulatory authorities, shall be allowed to purchase Big Sweep tickets or to claim any prize under the terms of these Conditions.
- 7.7 These Conditions shall be governed by the laws of Malaysia and the purchasers of Big Sweep tickets agree to submit to the exclusive jurisdiction of the courts of Malaysia.

DATED THIS 25<sup>TH</sup> DAY OF APRIL 2022 BY ORDER