

# MyMagnum 4D App Terms and Conditions

Last updated: 17 November, 2022

Please read these Terms and Conditions carefully before using Our Service.

## 1. Interpretation and Definitions

### 1.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### 1.2 Definitions

For the purposes of these Terms and Conditions:

- **Agreements** refers to all of the legal agreements of the Company including Terms and Conditions, Privacy Policy and M Premium Terms and Conditions.
- **Application** or **App** means the software program provided by the Company downloaded by User on any device, named MyMagnum App (MMA).
- **Company** refers to Magnum Corporation Sendirian Berhad (MCSB).
- **Country** refers to Malaysia
- **Device** refers to any electronic device used to access the Service provided.
- **HQ** refers to Wisma Magnum, 111 Jalan Pudu, Bukit Bintang, 55100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur.
- **Service** refers to the functions and features within the Application.
- **Terms and Conditions** means these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **User** (also referred to as either "You" or "Your") refers to the individual who download, install, and/or use the Application and/or Service provided.

## 2. General

The following Terms and Conditions apply to all users of this App. In the case of any violation of these rules and regulations, the Company reserves the right to seek all remedies available by law and in equity for such violations. The Terms and Conditions herein along with the Agreements are to be read together and applies to all visits on MMA, both now and in the future.

### 2.1 Intellectual Property Rights

The Company are the owner of the licensee of all intellectual property rights in the App, and in the material published on it. Those works which of are protected by copyright laws. All such rights are reserved. In accessing the App, you agree that you will access its contents and use the Service solely for your personal, non-commercial use. The App, including the contents and parts of it, may not be downloaded, copied, reproduced, transmitted, stored, sold, or distributed without the prior consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the App for personal, non-commercial use only.

### 2.2 Changes to These Terms

The Company reserves the right, at our discretion, to change the terms and condition herein on a going forward basis at any time. Please check the Terms and Conditions periodically for changes. Your continued use of the Service after changes become effective constitutes your binding acceptance of such changes. For avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Agreements in effect at the time the dispute arose.

### **2.3 Disclaimer of Warranty and Liability**

Whilst every effort is made to ensure the accuracy of the information presented on the pages of this App, MCSB, its subsidiaries and associated companies do not warrant or represent or accept any responsibility whatsoever and howsoever caused for errors or omissions, inaccuracies, misleading or out of date information whether contained on the App or as received by the user through this or any other channel of other media, or if the formatting of the pages is such that any part of the information is distorted or left out. Any reliance on the information in the pages of this App is entirely at the sole risk of the user.

In the event of discrepancy between draw result numbers displayed or published in all digital (inclusive of our ticket scanner), print and written platforms and the Official Results (which can be obtained from our computer terminals at any Magnum 4D outlets), the latter shall be conclusive and final.

This App is published by Magnum Corporation Sendirian Berhad (MCSB). It is in no way associated with or related to other gaming sites. MCSB shall not be responsible for any purchases made or information obtained through unauthorised websites or channels.

## **3. Users Responsibilities**

The User represents and warrants that all information provided to the Company during registration is true, accurate and complete and that the User agrees to provide the Company with up-to-date information of the User including identification, verification, or other documentation as the Company and/or other lawful authorities may request from time to time. The Company shall not be responsible and liable whatsoever and howsoever to the User due to any inaccurate or incomplete information and data provided to the Company. The Company has the right to reject The User's application without the need to provide any reason.

## **4. Access Security**

The User shall keep confidential his/her login PIN and ensure no third-party usage of his/her account. The User shall be solely responsible for the confidentiality, safety, and use of the login PIN. To the maximum extent permitted by law, the Company shall not be held responsible for losses, costs, expenses, or damages caused to the User by login PIN theft and/or impersonation.

## **5. Account Suspension & Termination**

The Company reserves the right to suspend or terminate Your access at any point in time without prior notice or liability to any party if (a) You breach these Terms and Conditions; (b) there are any fraudulent or suspicious activities detected; (c) we are required to do so to comply with a legal requirement or a court order; (d) there is a misuse and/or abuse of Service; or (e) Your account has not been logged in for more than 6 months and above.

Upon termination, Your right to use the Service will cease immediately. The Company shall not be held responsible for any loss, damage or harm related to your inability to access or use the App based on such termination.

If you believe that the suspension or termination of Your account has been made in error, you may email Your appeal to our Customer Support at support@magnum4d.my.

## **6. Links to Third Party Sites and Services**

Our Service may contain links to third-party web sites or Services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or Services. You further acknowledge and agree that the Company shall not be responsible or held liable for, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or Services available on or through any such web sites or Services.

## **7. Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## **8. Applicable Law and Jurisdiction**

These Terms of Use and/or other Magnum Terms and Conditions shall be interpreted and governed by the laws in force in Malaysia.

## **9. Acknowledgment**

These are the Terms and Conditions governing the use of this Service and the Agreements that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may cease use of the Service.

You represent that you are over the age of 21. The Company does not permit those under 21 to use the Service.

You agree that Magnum have the right to send you administrative and promotional information from our available communication channels such as (but not limited to) email, in-app notification, SMS and Live Chat. Magnum may also send you information regarding your account activity as well as updates about the App, Products and Services, new products and/or Services as well as any other promotional offers. You are able to opt-out of receiving our promotional information or to unsubscribe such information at any time by clicking the unsubscribe link at the bottom of any of such e-mail correspondence and/or disabling this function in your mobile device or App settings.

You agree and acknowledge that Magnum may use your smartphone's or mobile device's camera and/or location-based functions for the purpose of collecting, transmitting, using and/or verifying data identifying your precise location, including real-time geographic location of your smartphone or mobile device, and any other relevant data.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.