Terms and Conditions for Takaful Malaysia 'Ong-some Chinese New Year' Contest in conjunction with Chinese New Year

Introduction

 The terms and conditions stated herein (the "Terms & Conditions") shall govern the Takaful Malaysia 'Ong-some Chinese New Year' Contest (the "Contest") which is organised by Syarikat Takaful Malaysia Keluarga Berhad [Registration No. 198401019089 (131646-K)] and Syarikat Takaful Malaysia Am Berhad [Registration No. 201701032316 (1246486-D)] (hereinafter collectively referred to as "Takaful Malaysia").

Contest Period

 This Contest will commence on 29th January 2024 at 11.00 AM Malaysia Time ("MYT") until 11th February 2024 at 11:59 PM MYT ("Contest Period"). Entries received outside the Contest Period will be disqualified and deemed ineligible for consideration for the Prize (as defined below).

Eligibility

- 3. The Contest is open to all Malaysian citizens aged eighteen (18) and above as of 29th January 2024.
- 4. Members of the Contest organising team and the jury panel, including their immediate family members, are not eligible to participate in this Contest.

Contest Mechanics

- 5. The Contest will be held via Takaful Malaysia's official Facebook page and Instagram page.
- 6. The Contest will be conducted in three (3) rounds. Submissions received after the running period will not be entertained. The running period for each round is as below:

First round: 29th January 2024 at 11.00 AM MYT until 2nd February 2024 at 11:59 PM MYT.

Second round: 3rd February 2024 at 11.00 AM MYT until 7th February 2024 at 11:59 PM MYT.

Third round: 8th February 2024 at 11.00 AM MYT until 11th February 2024 at 11:59 PM MYT.

7. In each round, the eligible Contestants **(the "Contestants")** must comply with the following steps for their entries to qualify as an eligible submission:

Step 1: LIKE the Contest post;

Step 2: Provide the right answer with the hashtag **#OngsomeTM** in the comment section and tag @takafulmalaysia.official (Instagram) or Takaful Malaysia (Facebook); and

Step 3: Must tag one (1) friend.

- 8. In each round, six (6) Contestants with the correct answer will be selected as the winners **(the "Winners")** three (3) from Takaful Malaysia's official Facebook page and the other three (3) from Takaful Malaysia's official Instagram page. If there are more than three (3) Contestants with the correct answer the randomiser tool will be used to select the Winners.
- 9. There will be a total of eighteen (18) Winners by the end of the Contest Period.
- 10. The Winners for each round will be announced on Takaful Malaysia's official Facebook page and Takaful Malaysia's official Instagram page on:

First and second rounds: 7th February 2024.

Third round: 14th February 2024.

(the "Winners Announcement Post").

- 11. Multiple submissions for the Contest are allowed for each Contestants but only one (1) submission can be selected as a Winner in the same round.
- 12. A Contestant who has been selected as a Winner in the first round can be selected as a Winner again in a different round.

Prizes

13. Each of the Winners will receive the following prize (the "Prize"):

Ringgit Malaysia Fifty (RM50.00) Touch 'n Go e-Voucher (the "e-Voucher").

- 14. The e-Voucher is valid until 22nd January 2025 as stated in the e-Voucher and subject to the terms and conditions applicable to the e-Voucher.
- 15. Each Winner shall be solely responsible for the redemption/usage of the Prize. Takaful Malaysia shall not be held liable or be required to offer replacement and/or compensation of the Prize for any:
 - (a) unused or expired e-Voucher;
 - (b) losses or damages suffered by the Winners resulting from their breach of the terms and conditions of the e-Voucher;
 - (c) alteration made to the Prize; and
 - (d) inability to redeem/use the Prize due to unforeseen circumstances.
- 16. The Winners will have to provide their details (full name and mobile number) to Takaful Malaysia by "Private Message" through Takaful Malaysia's official Facebook page or "Direct Message" through Takaful Malaysia's official Instagram page within three (3) days from the date of the Winners announcement post.

- 17. If any of the Winners fails to send his/her details to Takaful Malaysia within three (3) days of the Winners announcement post, Takaful Malaysia reserves the right to disqualify the Winner and select a replacement from other Contestants with the correct answer.
- 18. The Prize will be delivered to the Winners by "Private Message" through Takaful Malaysia's official Facebook page or "Direct Message" through Takaful Malaysia's official Instagram page within three (3) days from the date of the respective Winners Announcement Post stated under Clause 10 above.
- 19. The Winners are responsible for any and all taxes payable as a result of the Prize being awarded (if applicable).
- 20. The Prize will only be delivered to each Winner ONCE for each round. Any failure by the Winner to accept or receive the delivery of the Prize will not be reimbursed and non-transferable or redeemable by cash or any other products or services offered by Takaful Malaysia.

General Terms & Conditions

- 21. By participating in the Contest, the Contestants:
 - a) agree to be bound by the Terms & Conditions;
 - b) agree that all records of transactions captured by Takaful Malaysia's system within the Contest Period are based on the Malaysia date and time shall be deemed as accurate and conclusive;
 - c) agree that Takaful Malaysia's decision on all matters relating to the Contest shall be final and binding on all the Contestants. Any subsequent protests, enquiries, appeal or correspondence will not be entertained;
 - consent for Takaful Malaysia to disclose their particulars to the third party service provider(s)/authorised supplier(s), including but not limited to its vendors, suppliers, advertising and promotion agencies engaged by Takaful Malaysia to contact them during and after the Contest and for the purposes related to the Contest including the delivery of the Prize;
 - e) authorise Takaful Malaysia to publish their names, photos taken or other information provided by him/her for current and future advertising and publicity purposes in any advertising or publicity material relating to the Contest without any compensation; and
 - f) shall not be entitled to claim for and waive any rights to any compensation against Takaful Malaysia nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Takaful Malaysia for the Contest) for any and all loss and damage suffered or incurred by his/her participation in the Contest whether as a direct or indirect result of the act of amendments, termination or suspension of the Contest.

Takaful Malaysia's Privacy Notice

22. By participating in the Contest, the Contestants agree and consent to allow their personal data to be collected, processed and used by Takaful Malaysia in accordance with <u>Takaful</u>

<u>Malaysia's Privacy Notice</u>, which can be viewed at www.takaful-malaysia.com.my (**"Takaful** Malaysia's Privacy Notice").

- 23. In addition, and without prejudice to the terms in the Takaful Malaysia's Privacy Notice, subject to the Contestants/Winners' instruction in writing to Takaful Malaysia by emailing to csu@takaful-malaysia.com.my restricting disclosure (if any) for the purposes of marketing activities, the Contestants/Winners agree and consent to their personal data or information being collected, processed and used by Takaful Malaysia for:
 - a) the purposes of the Contest; and
 - b) marketing and promotional activities conducted in such a manner deemed appropriate by Takaful Malaysia in any media, including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet, without further express consent from the Contestants. Marketing and promotion activities include but are not limited to the use and/or publication of any details provided in and/or in connection to the entries, interview material, as well as responses and related photographs. In this regard, each Contestant agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of Takaful Malaysia in relation to the Contest.

Miscellaneous

24. Takaful Malaysia reserves the right to:

- a) disqualify any non-eligible Contestant at its sole discretion from participating in the Contest; and
- b) withdraw/cancel, suspend, extend or terminate the Contest earlier in whole or in part, and/or to vary, supplement, add, delete, modify or amend the terms and conditions herein, wholly or in part, at its sole discretion, by way of posting on <u>www.takaful-</u><u>malaysia.com.my</u>, or in other methods which Takaful Malaysia deems practical, by giving reasonable prior notice to the Contestants on such addition, deletion or amendment of the Terms & Conditions or termination of the Contest.
- 25. Takaful Malaysia and any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Takaful Malaysia for the purposes of the Contest) shall not be liable and responsible for any direct, indirect, special or consequential loss, damage or injury in any manner whatsoever suffered or caused by Contestants (including but not limited to, loss of income, profits or goodwill) arising from or in connection with the Contest and/or use of the Prize(s); and any default of its obligation under the Contest due to any force majeure event which include but not limited to acts of God, war, riot, lockout, industrial action, fire, flood, drought, storm, or any event beyond the reasonable control of Takaful Malaysia.

- 26. The Terms & Conditions shall be governed by and construed in accordance with the Laws of Malaysia, and the Contestants/Winners agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 27. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms & Conditions of the Contest.