# LACTEL BUY & WIN CONTEST TERMS & CONDITIONS

# A: Schedule to Conditions of Entry

Organiser	Lactalis Trading Malaysia Sdn Bhd (Registration No.: 201801033515 (1295542-V)) (" <b>Organiser</b> ") 25, Jalan Tandang, 46050 Petaling Jaya, Selangor Darul Ehsan		
Contest	Lactel Buy & Win Contest (Contest")		
Contest Period	A total of Eight (8) weekly Contests will be organised by the Organiser within the period commencing from 1 March 2024 at 00:00:00 to 30 April 2024 at 23:59:59 (each of the timeframes specified in the table below shall be referred to individually as " <b>Contest Week</b> " and collectively " <b>Contest Period</b> "). All entries must be received by the Organiser on or before the Contest Period, and failing which (due to any reason whatsoever arising) shall result in the entries not being accepted, entertained or considered as part of the Contest, and will be automatically disqualified.		
	Week Weekly Contest Period(s)		
	1 1 March 2024, 00:00:00 – 7 March 2024, 23:59:59		
	2 8 March 2024, 00:00:00 – 14 March 2024, 23:59:59		
	3 15 March 2024, 00:00:00 –21 March 2024, 23:59:59		
	4 22 March 2024, 00:00:00 – 28 March 2024, 23:59:59		
	5 29 March 2024, 00:00:00 – 4 April 2024, 23:59:59		
	6 5 April 2024, 00:00:00 – 11 April 2024, 23:59:59		
	7 12 April 2024, 00:00:00 – 18 April 2024, 23:59:59		
	8 19 April 2024, 00:00:00 – 30 April 2024, 23:59:59		
Eligibility	<ul> <li>The Contest is open to all Malaysian citizens and permanent residents in Malaysia aged eighteen (18) years and above with a valid identification (National Registration Identification Card ("MyKad") or MyPR) as at the start of the Contest Period (each a "Participant" and collectively, the "Participants"). The Organiser reserves the right to request for any identification document as proof and for the purposes of verifying the identity of a Participant.</li> <li>The following groups of persons shall not be eligible to participate in the Contest:</li> <li>(a) Employees of the Organiser, its related companies and their immediate family members (spouse, children, parents, siblings, and their respective spouses); and</li> <li>(b) Employees of the Organiser's agents, contractors associated with the Contest and their immediate family members (spouse).</li> </ul>		

	No.	Participating Product	Size
	1	LACTEL Bliss Yogurt Drink Strawberry	200
	2	LACTEL Bliss Yogurt Drink Mango	200
	3	LACTEL Bliss Yogurt Drink Mixed Berries	200
	4	LACTEL Bliss Yogurt Drink Tropical Fruits & Mixed Fruits	200
	5	LACTEL Bliss Yogurt Drink Strawberry	700
	6	LACTEL Bliss Yogurt Drink Mango	700
	7	LACTEL Bliss Yogurt Drink Mixed Berries	700
	8	LACTEL Bliss Yogurt Drink Tropical Fruits & Mixed Fruits	700
-	9	LACTEL Bliss Yogurt Drink Apple & Kiwi	700
	10	LACTEL Bliss Plus Yogurt Drink Apple, Cranberry & Pomegranate	700
	11	LACTEL Bliss Plus Yogurt Drink Apple, Passionfruit & Lemon	700
	12	LACTEL Temptation Yogurt Drink Natural	180
	13	LACTEL Temptation Yogurt Drink Strawberry	180
	14	LACTEL Temptation Yogurt Drink Passion Fruit	180
	15	LACTEL Temptation Yogurt Drink Natural	700
	16	LACTEL Temptation Yogurt Drink Strawberry	700
	17	LACTEL Temptation Yogurt Drink Passion Fruit	700
	18	LACTEL Easy (Strawberry)	700
	19	LACTEL Easy (Passion Fruit)	700
	20	LACTEL Easy (Tropical & Mixed Fruits)	700
	20	LACTEL Fat Free Yogurt Strawberry	130
	22	LACTEL Fat Free Yogurt Mixed Berry	130
	22	LACTEL Fat Free Yogurt Mango	
			130
	24	LACTEL Fat Free Yogurt Natural	130
	25	LACTEL Fat Free Yogurt Guava	130
	26	LACTEL Fat Free Yogurt Lychee	130
│├	27	LACTEL Fat Free Yogurt Mango	470
	28	LACTEL Fat Free Yogurt Strawberry	470
	29	LACTEL Fat Free Mixed Berry	470
	30	LACTEL Greek Style Yogurt Natural	130
	31	LACTEL Greek Style Yogurt Strawberry	130
	32	LACTEL Greek Style Yogurt Honey & Yuzu	130
	33	LACTEL Greek Style Yogurt Mulberry & Blackberry	130
	34	LACTEL Greek Style Yogurt Peach	130
	35	LACTEL Greek Style Yogurt Natural	470
	36	LACTEL Greek Style Yogurt Strawberry	470
	37	LACTEL Greek Style Yogurt Honey & Yuzu	470
	38	LACTEL Greek Style Yogurt Mulberry & Blackberry	470
	39	LACTEL Greek Style Yogurt Peach	470
	40	LACTEL Set Yogurt (Natural)	470
	41	LACTEL Set Yogurt (Vanilla)	470
	42	LACTEL Set Yogurt (Strawberry)	470
$ \Gamma$	43	LACTEL Natural Set Yogurt	1,00
	44	LACTEL Kids Yogurt Grape	100

	45		100-		
	45	LACTEL Kids Yogurt Strawberry	100g		
	46	LACTEL Kids Yogurt Vanilla	100g		
	47	LACTEL Kids Yogurt Multipack	400g		
	48	LACTEL Smooth Yogurt Strawberry	130g		
	49	LACTEL Smooth Yogurt Mixed Berries	130g		
	50	LACTEL Smooth Yogurt Natural	130g		
	51	LACTEL Snack Yogurt Chocolate & Hazelnut	130g		
	52	LACTEL Snack Yogurt Pecan Gula Melaka	130g		
Submission Method	To participate in the Contest, the Participants must undertake the following two simple steps:				
	Step 1 – BUY				
	<ul> <li>Participants must purchase a minimum of Ringgit Malaysia Fifteen (RM15.00) worth of Participating Products in the pack size in a <u>single printed receipt</u> or <u>online receipt</u> from any retailer/ store in Malaysia during the Contest Period. ("Retailer/ Store")</li> <li>Step 2 – SUBMIT</li> <li>The Participants must submit the Proof of Purchase within the Contest Period to (011) 6307 1288 via WhatsApp in the following format ("Format"):</li> <li>Full name of the Participant as per MyKad/MyPR <space>MyKad/MyPR number</space></li> <li>Snap a picture of the original sales receipt and ensure that the details of the Participating Products, receipt number, price, Retailer/ Store name and the date of purchase are clearly visible and not blurry ("Proof of Purchase").</li> </ul>				
	<b>NOTE:</b> Participants are required to retain the purchase receipts until the end o Contest Period.				
	Any Proof of Purchase not sent in accordance with the Format shall not be accenter trained and will be disqualified.				
Submission Deadline	All Submissions must be received by the Organiser on or before 23:59:59 on 30 April 2024. Any Submission received after the Contest Period (due to any reason whatsoever arising) will not be accepted and entertained; and shall be disqualified.				
Winners Selection Criteria & Process					
	•	All photos of the Proof of Purchase submitted shall be The date of receipt and Submission must be within the Participants must purchase at least Ringgit Malaysia F of Participating Products in a single receipt from a Malaysia; Each Proof of Purchase is eligible for one (1) submissi The use of the same Proof of Purchase for subsequen accepted and will be disqualified;	ne Contest Period; Fifteen (RM15.00) worth any Retailers/ Stores in ion only;		

	<ul> <li>Any form of alteration or tampering of the receipt (whether on the Retailer / Store name, item(s) purchased, prices and transaction date or otherwise) will not be accepted and shall be disqualified;</li> </ul>
	<ul> <li>Handwritten receipts, purchase order and delivery note will not be accepted; and</li> </ul>
	<ul> <li>Online receipts in Malaysia are accepted. These online receipts must contain the receipt number and name and/or logo of the Retailers/ Stores.</li> </ul>
	Acceptance of Entries
	Each Submission with a valid Proof of Purchase will be assigned a serial number and it will be counted as one (1) eligible entry (" <b>Entry</b> ").
ā	a. <u>Selection of Weekly Prizes Winners</u>
	For the Weekly Winners selection process, the Organiser will tabulate the total number of eligible entries received in each Contest Week.
	For example, if the total Entries for Contest Week 1 is 225, the Organiser will select the weekly prizes winners based on the first ninety (90) valid entries.
۲	Total Weekly Prizes each week: Ninety (90) winners as follows:
	<ul> <li>First (1<sup>st</sup>) to Tenth (10<sup>th</sup>) valid entries will win a La Gourmet Vintage Tiffin</li> <li>Eleventh (11<sup>th</sup>) to Ninetieth (90<sup>th</sup>) valid Entries will win a Touch 'n Go/Boost/eVoucher S Pay Global eWallet worth Thirty Malaysian Ringgit (RM30.00)</li> </ul>
	For example: 90 previous valid Entries will be selected based on time & date of submission for Contest Weeks 1, 2, 3, 4, 5, 6, 7 & 8.
ł	b. Selection of Ten (10) Main Prize Winners
	For the winner selection process of the Main Prizes: Grand Prize, 2 <sup>nd</sup> and 3 <sup>rd</sup> Prize, the Organiser will tabulate all the eligible entries based on the calculation below:
	For example: Total number of eligible Entries received within the Contest Period is 5,290.
t	The total selected ten (10) Main Prize winners of the Contest will be based on the total spend (accumulated purchases) of the Participating Products during the Contest Period:
	Grand Prize x 1 Winner
	The top spender (accumulated purchase) of Participating Products during the Contest Period: will be selected to win the Grand Prize: Perodua Bezza 1.3X (Auto).
٦ ٦	2 <sup>nd</sup> Prize x 3 Winners The second (2 <sup>nd</sup> ) to fourth (4 <sup>th</sup> ) top spenders (accumulated purchase) within the Contest Period will be selected to win the 2 <sup>nd</sup> Prize: Sharp 42-inch Television.

	2 <sup>rd</sup> Drizo x 6 Winnors		
	<b><u>3</u><sup>rd</sup> Prize x 6 Winners</b> The fifth (5 <sup>th</sup> ) to tenth (10 <sup>th</sup> ) top spenders (accumulated purchase) within the Contest Period will be selected to win the 3 <sup>rd</sup> Prize: Dyson V8 Slim Fluffy Vacuum Cleaner.		
	Winners Notification & Announcement		
	Winners shall be notified via WhatsApp (" <b>Notification</b> ") to the contact numbers from which the Organiser received from their respective Submission and/or announced at the following website: <u>https://www.lactel.com.my/events</u> ("Announcement").		
	Eliminated Winners		
	The Organiser shall not be held liable in the event the winner cannot be contacted for any reasons whatsoever within thirty (30) days from the Notification and/or Announcement, whichever is earlier (" <b>Eliminated Winner</b> "). In such event, the Submission with the serial number immediately subsequent to the serial number of the Eliminated Winner shall be automatically become the winner. As an example, in the case of Weekly Prize, the Submission with the serial number 70 will become the winner if the Submission with the serial number 69 is unable to be contacted.		
Contest Prizes	<ul> <li>Total Contest Prizes:</li> <li>1. Ten (10) Main Prizes:</li> <li>One (1) x Grand Prize: Perodua Bezza 1.3X (Auto),</li> <li>Three (3) x 2<sup>nd</sup> Prize: Sharp 42-inch Television</li> <li>Six (6) x 3<sup>rd</sup> Prize: Dyson V8 Slim Fluffy Vacuum</li> </ul>		
	<ul> <li>2. One thousand and forty (1,040) Weekly Prizes</li> <li>Eighty (80) La Gourmet Vintage Tiffin Carrier</li> <li>Nine hundred &amp; sixty (960) Weekly Prizes: Touch 'n Go/ Boost eWallet/ S Pay Global eVoucher worth Ringgit Malaysia Thirty (RM30.00)</li> </ul>		
	For the avoidance of doubt, the winners of the Main Prizes are not allowed to exchange the Main Prizes for cash and/or Touch 'n Go/ Boost eWallet/ S Pay Global eVouchers. Further to the above, the winners of the Weekly Prizes are not allowed to exchange the Weekly Prizes for cash.		
	Regardless of the number of entries submitted, each Participant is only eligible to win a maximum of one (1) Main Prize only and a maximum of eight (8) Weekly Prize, ie. one Weekly Prize per week during the Contest Period.		
Usage & Validity of Touch 'n Go eWallet Credits	<ul> <li>Terms of Use of Touch'n Go eWallet Credit for residents of Peninsular Malaysia:</li> <li>Touch 'n Go eWallet credit will be credited to the eligible participant's Touch 'n Go eWallet account within fourteen (14) working days.</li> <li>Touch 'n Go eWallet credit can ONLY be used to make payments through Touch 'n Go eWallet.</li> <li>Any unclaimed Touch 'n Go eWallet credit will be forfeited and will not be refunded.</li> <li>All Touch 'n Go eWallet credits are non-transferable or exchangeable for cash.</li> <li>Use of eWallet credit will be subject to Terms and Conditions - Touch 'n Go eWallet - please refer to: https://bit.ly/TnGoTnC-Syarat for the said terms and conditions.</li> </ul>		

Usage & Validity of Boost eWallet Credits/ S Pay Global eVoucher	Terms of Use of Boost eWallet Credit / S Pay Global eVoucher for residents of East Malaysia: Boost eWallet credt/ S Pay Global eVoucher will be credited into the Boost eWallet / S Pay Global account of eligible participants within fourteen (14) working days. Boost eWallet credit/ S Pay Global eVouchar can ONLY be used to make payments through an Boost account/ S Pay Global account. Any unclaimed Boost eWallet credits/ S Pay Global eVoucher will be forfeited and will not be refunded All eWallet Boost eWallet credits/ S Pay Global eVouchers are non-transferable or exchangeable for cash The use of Boost eWallet credit/ S Pay Global eVoucher will be subject to the Boost & S Pay Global Terms and Conditions respectively: For Boost – please refer to: <u>https://myboost.co/personal/general-terms-condition</u> for the said terms and conditions. For S Pay Global - please refer to: <u>https://spayglobal.my/page-0-31-22-Terms-and-Conditions-of-Services.html</u> for the said terms and conditions.
Prize Claim/Delivery Date	All Contest Prizes must be claimed by the winners within thirty (30) days from the Notification and/or Announcement, whichever is earlier, by way of responding to the Organiser's Notification and/or in writing to the Organiser. (" <b>Prize Claim</b> ") All Contest Prizes will be processed for delivery after four (4) weeks from the end of the Contest Period or any other reasonable period to be determined solely by the Organiser. In the event a winner does not receive the delivery of the prize for any reason whatsoever within a reasonable time, as solely determined by the Organiser, from the date of Prize Claim, the Contact Prizes must be claimed by such winner, in writing to the Organiser within three (3) months from the date of such Prize Claim, failing which the Organiser thinks fit.

This Schedule of Terms of Participation should be read in conjunction with the Terms of Participation enclosed in this document, our privacy notice enclosed in this document and the Privacy policy which can be found on the website https://www.lactel.com.my/privacy- policy/ (in its entirety "Terms and Conditions") and will apply to all participants participating in this Contest (hereinafter referred to as "Participants", "Participants"). By participating in this Contest, you the Participant is deemed to have read and agreed to the Terms and Conditions and the processing of his / her Personal data Information as set out in both, our privacy notice and the Privacy Policy on the website.

# **B:** Conditions of Entry

# 1. Introduction

1.1 These conditions of entry must be read in conjunction with the Schedule of Conditions of Entry, collectively be referred to as the "**Terms and Conditions**", and apply and be binding on all participants (and where applicable and binding, including parents/guardians of participants, in the case of a minor participant (i.e. under the age of eighteen (18)) who participate in this Contest (hereinafter referred to as "**Participants**", "**Participant**", "**You**", "**you**", "**you**"). If there is any discrepancy between the Conditions of Entry and the Schedule of Conditions of Entry, the Schedule of Conditions of Participation in capital letters

unless otherwise stated in these Terms and Conditions shall have the meaning defined for such terms in the Schedule of Conditions of Participation. If there are uncertainties, and discrepancies, the Organiser reserves the right to decide, clarify, assert and/or determine the most accurate definition of such uncertainties and discrepancies.

- 1.2 The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make prize substitutions, cancel, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the new Terms and Conditions.
- 1.3 The Organiser reserves the right at its discretion, without giving any prior notice, and without incurring any liability to any party whatsoever, at any time to change the Terms and Conditions including changing the Contest Period, making replacement of the Contest Grand Prize, cancelling, terminate or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest signifies their acceptance of the Terms and Conditions (as amended).

# 2. Contest Entries

- 2.1 By submitting an entry to the Contest, Participants are deemed to have read, understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including but without limitation to telecommunications, network, Short Messaging Services (SMS), postal, courier and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be solely borne by the Participant.
- 2.3 Proof of submission of an entry is not a proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, e-mail failure or technical problems related to the Participants' account or traffic congestion on the internet.

# 3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organiser), from their parents/legal guardians before participating in the Contest and submitting any personal information.
- 1.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years, if applicable

# 4. Ineligibility

The following groups of persons shall not be eligible to participate in the Contest:

- (a) Employees of the Organiser and its related companies and their immediate family members (spouse, children, parents, siblings, and their respective spouses); and
- (b) Employees of the Organiser's agents and contractors associated with the Contest and their immediate family members (spouse, children, parents, siblings, and their respective spouses).

# 5. Representations and Warranties

The Participants warranties and guarantees to the Organiser that:-

- (a) he/she has met all the eligibility criteria to participate in the Contest;
- (b) he/she will submit evidence when requested by the Organiser including for (but not limited to) the purpose of identity verification for the Contest; and
- (c) all statements (available or required) submitted by Participants to the Organiser are true, correct, accurate and complete for the purposes of the Contest.

#### 6. Disqualification

- 6.1 The following entries will be disqualified:
  - (a) entries that are unclear, incomplete, forms received in duplicate and/or duplicate copies, in duplicate form, copies, entries that are illegible or incorrect; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations in force.
- 6.2 In addition, the Organiser reserves the right to disqualify any Participant that:
  - (a) undermines, has or attempted to undermine the operation of the Contest by bribery, fraud, dishonesty or deception; and/or
  - (b) is not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser when requested.
- 6.3 In the event of a disqualification after a prize has been awarded, the Organiser reserves the right to demand for the return of the prize or payment of the same value from the disqualified Participant.

# 7. Prizes

- 7.1 The Organiser, its agents, sponsors and their representatives shall have no liability to any Participant who fails to claim the Contest Prize(s) in accordance with the prize claim/delivery date in any respect whatsoever. The Organiser reserves the right to determine the prize management for unclaimed prizes.
- 7.2 Should the Malaysian government issue restrictions on interstate travel or issue a Movement Control Order (MCO) or Conditional Movement Control Order (CMCO)

restrictions, or in the event of another Covid-19 outbreak or SARS or any other kinds of epidemic or disease in Malaysia that may directly/ indirectly affect this Contest or in the event of an outbreak of war, hostilities, insurgencies, terrorism, civil commotions, riots, strikes, lockouts or any other circumstances beyond the reasonable control of the Organiser, the Organiser shall have no liability to provide the prize. Awarding of an alternative prize is at the Organiser's absolute discretion.

- 7.3 In the event that any of the Contest Prizes are not available, the Organiser reserves the right to replace the Contest Prize with another prize of equivalent value.
- 7.4 Weekly Prize winners must have their respective Touch 'n Go/ Boost eWallet account or S Pay Global eVoucher account, which must be valid and subsisting. The Organiser only will be credited to the account provided by the eligible Winners. The Organiser will not be responsible for any losses incurred due to inaccurate information provided by the Winners.
- 7.5 Contest Prizes are strictly non-transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.
- 7.6 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Contest Prize shall be on the sole responsibility of the winner.
- 7.7 All Contest Prizes must be taken according to and may be subject to the Terms and Conditions of the Organiser, its agent, sponsor or third party providing the Contest Prizes, and the Organiser shall not be responsible for any delay or failure of the third party in providing the Contest Prizes to the winners.
- 7.8 Contest Prize(s) are given out on an "as it is" basis. The Contest Prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the prize to the fullest extent permitted by law.
- 7.9 Contest Prizes must be claimed in person unless the Organiser prescribes other modes of collection.
- 7.10 If a Participant is under the age of eighteen (18) years and is declared a Contest Prize winner, the Participant must be accompanied by their parents/legal guardians throughout the Contest Prize giving ceremony, if any.

# 8. Publicity

The Organiser may use (and Participants are deemed to have agreed to) Participant's entries including but not limited to videos, photographs, drawings, text, and any other content or information submitted for the purposes of the Contest (collectively referred to as "Materials"), and the Participant's name, and/or the like, for the purpose of advertising, publicity and Contest of any of the Organiser's goods, for an unlimited period in Malaysia or worldwide without any compensation, and on any media platform. The Participants must do all things necessary or required for this purpose if requested by the Organiser.

# 9. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned

to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant hereby waives all rights he or she may have in such materials or works.

# 10. Indemnity

Each Participant agrees to indemnify, release and not be liable to the Organiser and its holding companies, subsidiaries or related companies ("**Organizing Group**") as provided in the Companies Act 2016, its directors, officers, employees, agents, sponsors and/or representatives from any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising out of or incurred as a result of a Participant's participation in the Contest, acceptance of any Contest Prizes, and/or use of the Participant's participation and/or affiliation or association thereof with this Contest or a breach of the Terms and Conditions.

# 11. Limitation of Liability

- 11.1 The Participant's participation in the Contest shall be at the Participant's own risk.
- 11.2 The Organiser, the Organising Group, its directors, officers, staff, agents, sponsors and/or their representatives shall not be responsible and shall not be liable for any Participant including in relation to any loss or damage etc. incurred, including but not limited to losses indirectly or consequentially, or for personal injury or death incurred or suffered by the Participant arising out of or in connection with the Participant's participation in this Contest, as well as the Contest and/or the use of any Contest Prizes won by the Participant.

# 12. General

- 12.1 The Organiser, its agents, sponsors and/or their representatives shall not be responsible and shall not be liable for the discharge of any of their obligations in relation to the Contest and the Terms and Conditions where their failure to do so is due to circumstances beyond their control and cannot be held liable. to compensate the Participant in any way whatsoever in such circumstances.
- 12.2 Any names, trademarks or logos used and/or reproduced in any materials (including marketing and Contest materials) in connection with this Contest, which includes all the prizes given to the winners of the Contest, are the properties of their respective owners. This Contest and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, such owners are not part of the Group.
- 12.3 The Participant is not entitled to assign or transfer any rights or subcontract any of the obligations contained in these Terms and Conditions. The Organiser reserves the right to assign or license all or any part of its rights to any third party as may be determined by the sole and absolute discretion of the Organiser.
- 12.4 The invalidity, illegality or unenforceability of any Terms and Conditions hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.
- 12.5 Where the Terms and Conditions of the Contest is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.

12.6 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.

#### 13. Privacy Notice

- 13.1 To ensure compliance with any laws relating to the protection of personal information including but not limited to the Personal Data Protection Act 2010 ("PDPA") (may be amended from time to time), Participant's information in respect of personal data submitted to the Organiser will collected, stored, maintained, processed, used or operated solely for the Contest and transactions thereunder and will comply with applicable personal data protection laws and/or PDPA and Participants are deemed to have agreed.
- 13.2 By participating in any of our Contests, the Participants have agreed to the Organiser and any companies of the Organizing Group and service providers, agents and contractors who provide administrative and business support to us and act on behalf of us ("Third Appointing Parties") (collectively "Organiser" or "we") to process the Participants' personal information submitted in the entry/ online form for the purposes of any of our Contests. This includes disclosing the Participant's name to the public when the Participant become a winner in a contest or participates in our events by publishing the name, photographs and other personal information of the Participant without compensation for advertising and publicity purposes.
- 13.3 The Organiser may also use the Participant's personal information for the purpose of contacting and sending information or marketing materials and the Contest about our products, services, samples, any Contests, events or contests organized by the Organiser. The Participant must state their choice during Submission should the Participant consents to the use of the Participant's personal information for the purposes of this Clause 13.3, failing which the Organiser would deem that the Participant consents to the use of the Participant's personal information.
- 13.4 In the event that the Participants agree to share and disclose personal information of a person whom you intend to refer to the Organiser, the Participants acknowledge that the Participants have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
- 13.5 In respect of minors or individuals who are not legally competent to give consent, the Participant confirms that they have appointed the Organiser to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- 13.6 At times, the Organiser may retain Authorised Third Parties to process the Participant's personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use the Participant's personal information in any way other than those which is specified here and in the prevailing applicable privacy policy.
- 13.7 The Organiser is a global company and the personal information may be transferred across borders. The Organiser will ensure that the country the Participant's data is transferred to has a similar or equivalent personal information protection laws in place, as set out in the prevailing applicable privacy policy.

13.8 To the extent that the applicable law allows, the Participants have the right to request for access to, request for a copy of, request to update or correct, the Participants' personal information held by us.

All your written requests and/or queries should be addressed to:

- a) Social media: Facebook: https://www.facebook.com/LactelMalaysia/ Instagram: https://www.instagram.com/lactelmy/ or
- b) Web: <u>https://lactel.com.my/contact-us/</u> or
- c) Toll-Free call at 1-800-88-6288
- 13.9 Please note that the Organiser requires the Participants' personal information in order to process the participation in any Contest organised by us without which we will not be able to process the Participants' application.
- 13.10 We reserve the right to update and amend this privacy notice or our privacy policy at <a href="https://www.lactel.com.my/privacy-policy/">https://www.lactel.com.my/privacy-policy/</a> from time to time.
- 13.11 We may require the Participants to submit their sensitive personal information (such as data relating to the physical or mental health of the Participants should they participate in any of our Contests. We will only use the Participants' sensitive personal information for the purposes of our particular Contests and for advising the Participants on the appropriate product to meet the current level of health and lifestyle of the Participants.

The Participants have the option, at any time, not to provide such sensitive personal information or to revoke the Participants' consent to us to process such sensitive personal information. However, failure to submit the sensitive personal information or revocation of the Participants' permission to process the Participants' sensitive personal information submitted, will likely result in us not being able to process the Participants' contest entry.

# 14. Anti-Corruption

The Organiser and the Participants shall comply with all applicable laws, regulations, rules, codes of practice and standards including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("**MACC**"). Entrants' eligibility for this Contest will be disqualified if entrants fail to comply with the MACC, in accordance with clause 6 of this Terms and Conditions. In addition, the Organiser reserves the right to reject and not entertain entries submitted by Participants who fail to comply with anti-corruption legislation for contests and/or other events organized by Organisers in the future.