

MARIGOLD GROW WITH EVERY CHALLENGE WIN YOUR DREAM CONTEST

TERMS AND CONDITIONS

A: Table of Participation Conditions

Organiser	<p>Cotra Enterprises Sdn. Bhd. [Registration No. 198301000270 (95503-T)] No. 7, Jalan 19/1, 46300 Petaling Jaya Selangor Darul Ehsan.</p> <p>In collaboration with: Sun Life Malaysia Assurance Berhad [Registration No. 199001005930 (197499-U)] Level 11, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur Malaysia.</p> <p>(Collectively, the “Organiser”)</p>
Contest Name	MARIGOLD Grow with Every Challenge Win Your Dream Contest (the “ Contest ”)
Contest Period	<p>MARIGOLD Grow with Every Challenge Win Your Dream Contest begins at 00:00:01 on 1 September 2022 and ends at 23:59:59 on 31 October 2022 (“Contest Period”).</p> <p>All entries received outside of the Contest Period will not be entertained and shall be automatically disqualified.</p>
Eligibility	<p>The Contest is open to all Malaysians aged 18 years and above with a valid National Registration Identity Card (NRIC) at the beginning of the Contest Period (collectively, “Participants”). The Organiser reserves the right to request identification documents as proof of a Participant's identity.</p> <p>The following groups are not eligible to participate in this Contest:</p> <ul style="list-style-type: none">(a) Employees of the Organiser, its affiliated companies and their immediate family members (spouses, children, parents, siblings and their spouses); and(b) Employees of the Organiser's agents or contractors related to the Contest and their immediate families (spouses, children, parents, siblings and their spouses).

<p>Participation Method</p>	<p>To participate in this Contest, Participants must perform two (2) simple steps as follows:</p> <p>(a) Step 1: Purchase any of the following MARIGOLD UHT Milk. Each set of purchases is considered one entry.</p> <ul style="list-style-type: none"> i. MARIGOLD UHT Milk 1L x 1 ii. MARIGOLD UHT Milk 6x200ml x 1 set iii. MARIGOLD UHT Milk 3x200ml x 2 sets <p>(b) Step 2: WhatsApp a photo of the official receipt to 017-560 0782 and answer one (1) question.</p> <p>Participants are required to keep the original official receipt as proof of purchase for verification purposes.</p>
<p>Winner Selection Criteria and Process</p>	<p>(a) Participants are required to purchase MARIGOLD UHT Milk as stated above.</p> <p>(b) Only the official printed receipts from supermarkets or e-commerce platforms will be accepted as valid receipts to participate in this contest. Manual receipts are considered invalid and will not be accepted for participation in this contest.</p> <p>(c) The official printed receipt submitted must be within the designated Contest Period. It will not be accepted for participation in this contest if it is outside of the Contest Period.</p> <p>(d) Every entry submission that follows every step set out in the Terms and Conditions will be considered a valid and eligible entry. Invalid entries will not be taken into account and will not be included in the list of Participants.</p> <p>(e) Multiple entries are allowed but Participants are entitled to win only one (1) prize during the entire Contest Period.</p> <p>(f) Winners will be selected through a computer-generated system.</p> <p>(g) Winners will be contacted three (3) times by WhatsApp via the mobile phone number used to send the entry. In the event that any Winners are not contactable after three (3) attempts for any reason, the Organiser will contact the Winners with one (1) final attempt by phone call.</p> <p>(h) The Organiser reserves the right to replace the selected Winners if they cannot be contacted after the final attempt for any reason; other Participants who meet the specified criteria will be selected as a replacement.</p> <p>(i) All Winners must provide their full name (as per NRIC), identity card number, address, email and phone number within three (3) days from the date of the last WhatsApp message sent.</p> <p>(j) Winners will be announced via the MARIGOLD UHT Milk MY Facebook page, MARIGOLD UHT Milk MY Instagram page and the contest site peraduansahutcabaranmarigold.com.my (Announcement” within four (4) weeks after the Contest Period ends.</p>

	<p>(k) Cash prize winners will be invited to attend the Prize Presentation Ceremony which will take place at the Organiser's office located in Petaling Jaya, Selangor.</p> <p>(l) If, for any reason, the cash prize winner is unable to attend the Prize Presentation Ceremony in person on the specified date and time, the Organiser allows the winner to send a representative to receive the cash prize on their behalf with the mandatory requirement of informing the Organiser with an authorisation letter five (5) days before the event.</p> <p>(m) The authorisation letter must state the personal details of the representative including the full name as per NRIC, NRIC number, and their relationship with the winner.</p>
Prizes	<p>The Participant is required to keep the original official receipt as proof of purchase for prize redemption purposes. Failure to produce the receipt will result in disqualification and prize forfeiture.</p> <p>(a) Prizes</p> <ul style="list-style-type: none"> i. First Prize: RM20,000 cash x 1 ii. Second Prize: RM10,000 cash x 1 iii. Third Prize: RM5,000 cash x 6 iv. Consolation Prize: Tablet x 15 <p>(b) The cash prize will be paid by cheque, based on the winner's full name as per NRIC. The winner is responsible for providing a correct and valid full name. The Organiser will not be responsible if the details provided by the Participant are found to be incorrect or incomplete.</p> <p>(c) The tablet prize will be delivered by courier to the home address provided by the Participant.</p>
Prize Collection/Delivery Date	<p>All prizes will be processed within four (4) to six (6) weeks from the date of winner announcement.</p>

This Table of Participation Conditions should be read together with the Participation Conditions included in this document (collectively the "**Terms and Conditions**") and will apply to all Participants participating in this Contest. By participating in this Contest, Participants are deemed to have read and agreed to the Terms and Conditions and the processing of their personal data as stated in the privacy notice.

B: Participation Conditions

1. Introduction

- 1.1. These Participation Conditions must be read in conjunction with the Table of Participation Conditions, collectively referred to as the “Terms and Conditions”, and apply to all Participants. If there is any conflict between the Participation Conditions and the Table of Participation Conditions, the Table of Participation Conditions shall prevail. Each capitalised term in these Terms and Conditions, unless otherwise stated, shall have the meaning defined for such terms in the Table of Participation Conditions. If there are uncertainties and differences, the Organiser reserves the right to decide, explain, confirm and/or determine the most accurate definition of those uncertainties and differences.
- 1.2. The Organiser reserves the right at its discretion, without prior notice, and without incurring any liability to anyone, at any time to change the Terms and Conditions including changing the Contest Period, making prize substitutions, cancelling, terminating or suspending 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 this Contest signifies their acceptance of the Terms and Conditions (as amended).
- 1.3. The Organiser's decision in all matters related to the Contest including the selection of winners is final, binding and cannot be disputed by each Participant. Any correspondence or appeal related to selection of winners will not be entertained.

2. Contest Participation

- 2.1. By participating in this Contest, the Participant is deemed to have read, understood and agreed to be bound by these Terms and Conditions.
- 2.2. All costs and expenses incurred and/or arising from participation in this Contest, including but not limited to telecommunications, network, short message service, postal and all other such charges and out-of-pocket expenses that may be incurred during or in connection with this Contest shall be borne by Participants.
- 2.3. Proof of delivery of entries is not proof of acceptance, and the Organiser shall not be responsible and shall not be liable for any late, lost, damaged and/or unaccepted entries. The Organiser will not be responsible for any errors, omissions, interruptions, deletions, damages, operational or delivery delays, communication line failures, theft or destruction, unauthorised access, or modification of user or member communications, or any technical problems or disruptions to any network or telecommunication lines, online computer systems, servers or service providers, computer equipment, software systems, e-mail failures or as a result of Participant's technical account problems or Internet traffic congestion.
- 2.4. The Organiser may ask the Participant to provide proof of eligibility to participate in the Contest, including but not limited to, identification documents.
- 2.5. The Organiser has the sole discretion to remove, delete and disqualify any entry deemed by the Organiser to be inappropriate or inappropriate or illegal which may include, but is not limited to entries containing any form, abusive words, content or anything that may be considered offensive or sensitive.

3. Disqualification

- 3.1. Entries that violate the Terms and Conditions, applicable laws and/or regulations will be automatically disqualified.
- 3.2. In addition, the Organiser reserves the right to disqualify any Participant who affects, has or has attempted to affect the course of the Contest by forgery, or fraud, such as editing the photo of the receipt in the entry.
- 3.3. If the disqualification occurs after the prize has been awarded, the Organiser has the right to demand the return of the prize or payment of its value from the disqualified Participant and the Participant must return the prize or the relevant payment of value within the period as stipulated in the demand by the Organiser.

4. Prizes

- 4.1. The Organiser, its agents, sponsors and their representatives are not responsible for any Participant who fails to claim a prize according to the prize collection/delivery date provisions under any circumstances. The Organiser reserves the right to determine the management of unclaimed prizes.
- 4.2. Prizes are absolutely not transferable, assignable, exchanged or redeemed by the Participant in any other form or way other than as specified by the Organiser.
- 4.3. Any additional costs not specifically stated in the Table of Participation Conditions related to the prize shall be borne by the Winner.
- 4.4. All prizes must be claimed subject to the Terms and Conditions of the Organiser, its agents, sponsors or third parties who provide the prize.
- 4.5. Prizes are awarded on an "as-is" basis. Prizes must be used/taken entirely at the Participant's risk and the Organiser in no way guarantees or give any guarantee nor bears any liability in relation to the prize to the extent permitted by law.
- 4.6. Prizes must be claimed by the Participants themselves unless the Organiser specifies another way for claiming.
- 4.7. The Organiser reserves the right to replace any Prize with another prize of equal value without any notice.

5. Publicity

The Organiser may use the 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 its likeness, for the purposes advertising, publicity and promotion of any of the Organiser's goods, for an unlimited period worldwide without compensation, and in any media. Participants must do everything necessary for this purpose if requested by the Organiser.

6. Intellectual Property Right

The Participant agrees that all intellectual property rights in any content and/or Materials submitted, made or created by the Participant in relation to this Contest and any derivative works arising from it shall forever and unconditionally be the property, right and property of

the Organiser. The Organiser reserves the right to use and modify the Materials or the work in any way it deems appropriate without compensation to the Participant and the Participant waives all rights to the Materials or the work.

7. Indemnity

Each Participant agrees to protect, release and hold harmless the Organiser and its holding companies, subsidiaries or related companies as stipulated in the Companies Act 2016 (“Cotra Enterprises Sdn. Bhd. and Sun Life Malaysia Assurance Berhad”), its directors, officers, staff, agents, the sponsor and/or its 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 Participant's participation in the Contest, acceptance of any prize, and/or use of Participant's entry and/or similar in relation to this Contest or breach of Terms and Conditions.

8. Limitation of Liability

- 8.1. The Participant's participation in this Contest is at the Participant's own risk.
- 8.2. The Organiser (Cotra Enterprises Sdn. Bhd. and Sun Life Malaysia Assurance Berhad), its directors, officers, staff, agents, sponsors and/or representatives will not be responsible and cannot be held responsible for any Participant including in relation to any loss or damage, etc., incurred, including but not limited to indirect or consequential losses, or for personal injury incurred or suffered by the Participant arising out of or in connection with the Participant's participation in this Contest, and also the redemption and/or use of any prizes won by the Participant.

9. General

- 9.1. The Organiser, its agents, sponsors and/or representatives shall not be responsible and shall not be liable to fulfil 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 shall not be liable for compensating the Participant in any way in such circumstances.
- 9.2. Any names, trademarks or logos used and/or reproduced in any Materials (including marketing and promotional materials) in connection with this Contest, particularly those relating to prizes, are the property of their respective owners. This contest and the Organiser are not affiliated with or endorsed or sponsored by the respective owners unless stated otherwise, and the respective owners are not part of Cotra Enterprises Sdn. Bhd. and Sun Life Malaysia Assurance Berhad.
- 9.3. Participants are not entitled to surrender or transfer any rights or subcontract any obligations contained in the Terms and Conditions. The Organiser reserves the right to assign or licence all or any part of its rights to any third party as may be determined by the Organiser.
- 9.4. The invalidity, illegality or unenforceability of any of these Contest Terms and Conditions will not affect or affect the continued implementation of the other Contest Terms and Conditions.
- 9.5. These Terms and Conditions shall be construed, governed, and interpreted in accordance with the laws of Malaysia.

10. Privacy Notice

- 10.1. By participating in this Contest, the Participant has agreed that the Organiser and any company Cotra Enterprises Sdn. Bhd., Sun Life Malaysia Assurance Berhad, and service providers, agents and contractors who provide administrative and business support to the Organiser and act on behalf of the Organiser ("**Appointed Third Parties**", collectively the "**Organiser**") process the Participant's personal information submitted for the purpose of participating in this Contest including disclosing the Participant's name to the general public when the Participant becomes a winner in a competition or participates in the Organiser's event by publishing the Participant's name, photos and other personal information without compensation for advertising purposes and publicity.
- 10.2. The Organiser may also use the Participant's personal information for the purpose of contacting and sending information or marketing and promotional materials about the Organiser's products, services, samples, any promotion, event or competition organised by the Organiser. The Participant must indicate the choice during submission if the Participant agrees to the use of his personal information for the purposes of this clause.
- 10.3. If the Participant agrees to share and disclose the personal information of a person whom the Participant intends to make as a reference to the Organiser, the Participant acknowledges that the Participant has obtained consent from that individual to share and disclose their personal information to the Organiser and to be contacted by the Organiser.
- 10.4. At certain times, the Organiser may appoint Third Party Appointees to process the Participant's personal information. All Appointed Third Parties are contractually bound to take appropriate measures to store information securely and not to use Participant's personal information in any way other than as stated in these Terms and Conditions.
- 10.5. Please note that the Organiser needs the Participant's personal information to process the Participant's participation in this Contest and without the required information, the Organiser will not be able to process the Participant's application.
- 10.6. The Organiser may require the Participant to submit sensitive personal information (such as data relating to the Participant's health condition) if the Participant participates in any of the Organiser's Contests.

The Participant has the option, at any time, not to provide their sensitive personal information or to revoke their consent to the Organiser to process such sensitive personal information. However, failure to submit this sensitive personal information or cancellation of permission by the Participant to process the Participant's sensitive personal information submitted may result in the Organiser not being able to process the Participant's entry for the purpose of this Contest. If the Participant does not agree to provide sensitive personal information or withdraw from the Contest, such withdrawal must be made in writing and must be received by the Organiser before the end of the Contest Period. Therefore, in such a situation, the Participant is considered to have withdrawn from this Contest.