

## TERMS AND CONDITIONS

### SECTION A

**Promotion Title** : Scan, Submit & Win (“Promotion”)  
**Promotion Period** : 25 Jun 2022 09:00:00 AM to 26 Jun 2022 11:59:59 PM  
**Coverage** : Malaysia  
**Promotion Organizers** : Shopper360 Sdn Bhd. (“Shopper360”)

#### 1. ELIGIBILITY

- A. This Promotion is open to citizens and permanent residents of Malaysia aged 18 years old and above.
- B. All employees of Shopper360, its affiliates, subsidiaries, distributors, alliance partners, advertising, promotions and third party agencies, and their relatives up to the second degree of consanguinity and affinity are disqualified from joining this Promotion.

#### 2. PRIZE DETAILS

A total of 51 winners will be selected for this Promotion. The following prizes have been allocated for this Promotion.

Grand Prize: Xiaomi 43-Inch Mi TV P1 Series x 1 winner  
Consolation Prize: RM10 Touch’n Go eWallet Reload PIN x 50 winners

#### 3. INFORMATION RELATING TO HOW TO JOIN, WINNER SELECTION AND GOVERNING LAW

- (a) **Format of contest entry:** Submit a complete web form and valid CV.
- (b) **Web Form:** <https://forms.gle/BfBYtDxcZTeGWeAd6>
- (c) **Date of announcement of winners:** Winner will be announced will be announced at on 15<sup>th</sup> Jul 2022
- (d) **Governing law:** Malaysia

### SECTION B

#### 4. HOW TO JOIN AND RULES OF ENTRY

Step 1: Scan QRcode or visit <https://forms.gle/BfBYtDxcZTeGWeAd6>.

Step 2: Complete the web form with particulars and upload a valid CV

By sending your particulars to the web form as specified in Section A3, you confirm that you have read, understood, and accepted the Terms and Conditions and Privacy Policy available at the web form as specified in Section A3 and you have agreed and consented that Shopper360 and its service providers for this promotion may collect, use, communicate via call, email or Whatsapp and process your personal data in connection with this promotion.

Step 3: Submit the application as specified in Section A3

- A. Participants can submit multiple application as long as each submission meets the requirements of these terms and conditions.
- B. In the event of a dispute as to the identity of an online participant, entries will be deemed made by the name appearing on the entry.
- C. Shopper360 reserves the right to determine the suitability of the entries at its sole and absolute discretion, and to disqualify any entries it determines to be incomplete, ineligible, or inappropriate for any reasons.
- D. Shopper360 is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, undeliverable email, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, telephone, telephone line or other telephone, electronic device or network related problems or errors, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion, or by any human error which may occur in the processing of the entries in this Promotion. If, in the opinion of Shopper360, there is any suspected or actual evidence of tampering with any portion of this Promotion, or if technical difficulties compromise the integrity of this Promotion, Shopper360 reserve the right to terminate this Promotion and determine a winner using all eligible entries received as of the date of termination or to modify this Promotion in a manner deemed appropriate by Shopper360.
- E. Shopper360 reserves the right to disqualify entries submitted that may contain content that is:
  - a. defamatory or obscene;
  - b. fraudulent, deceptive or misleading;
  - c. otherwise offensive or inappropriate; or
  - d. not conforming or adhering to the mechanics of this Promotion.

## **5. WINNER SELECTION**

- A. Selection of winners will be done after the promotion ends.
- B. Each qualified participants will be given ONE (1) random serial number and these serial numbers will be arranged in chronological order.
- C. The total of qualified entries will be divided by 51 to select winners. The qualified entry selected after division will be the closest lower whole number e.g. if there are total of 500 qualified entries, the total qualified entries will be divided by 51 and rounded to the closest lower whole number i.e. 9. The 9th qualified entry will be the Grand Prize Winner.
- D. The Winners of the Consolation Prizes will be selected from every next 9th qualified entries from the Grand Prize Winner e.g. if the 9th qualified entry is the Grand Prize Winner, the 18th qualified entry will be selected as the Consolation Winner.
- E. Each participant can only win once throughout the promotion.
- F. Winners will be notified and informed via call or Whatsapp. Winners are required to provide their mailing address to courier prizes to them. It will take around 1 month from the date the winners provide their mailing address for the prizes to be delivered to the winners.
- G. If the winners cannot be contacted within 3 days or if the winners fail to provide the required details, they will automatically be disqualified and Shopper360 will have the option to choose another winner.
- H. Shopper360 will not be responsible for any redemption that has exceeded the validity period.
- I. Winners shall be responsible for any (if any) additional costs, duties, taxes and/or other incidental expenses which may be incurred as a result of and/or related to the winners' claiming and/or acceptance of the prize.

- J. No substitution or transfer of prize shall be permitted except at the option of Shopper360. Shopper360 reserves the right to substitute a prize for equal value in place of advertised prizes that are unavailable.
- K. Acceptance of a prize constitutes permission to use the winner's name and/or likeness for advertising purposes without further notice or compensation, unless prohibited by law.
- L. Shopper360 reserves the right to alter or modify any winning entries at its discretion.
- M. The decision of the panel of judges is final and no correspondences will be entertained.

## **6. OTHER LEGAL TERMS AND CONSIDERATIONS**

- A. In consideration of participant's submission being reviewed and evaluated for this Promotion, each participant hereby grants to Shopper360 a non-exclusive, perpetual, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without any further right of approval. Each participant authorizes Shopper360 and/or its affiliates, partners and promotion agencies to utilize the submission submitted to Shopper360 and to make derivative works from such material in any manner they see fit. Each participant agrees that the results and proceeds of such use shall become the property of Shopper360 and/or its affiliates; and shall be freely assignable by Shopper360 and/or its affiliates and that Shopper360 and/or its affiliates shall have no obligations whatsoever to participant. Each participant releases Shopper360 and/or its affiliates, partners and promotion agencies, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith.
- B. By participating in this Promotion, participants agree to abide by and be bound by these official terms and conditions of participation and the decisions of the judges appointed by Shopper360. Failure to comply with the said terms, conditions, rules, regulations, instructions or methods will result in an participant's disqualification.
- C. All users shall hold Shopper360 and/or its affiliates free and harmless from any liability in case an entry is found to have infringed upon any third party's rights, including copyright, publication right, or any other intellectual property or proprietary right.
- D. In no event shall Shopper360 and/or its affiliates be liable to the participants for any monetary amount greater than the value of the prizes due to the prize winner under the rules and regulations of this Promotion.
- E. Shopper360 and/or its affiliates shall not be liable to the participants in contract, tort or negligence or otherwise for any loss, damage, costs or expense of any nature whatsoever incurred or suffered by the participant and which is of indirect or inconsequential nature, including without limitation any economic loss or other loss.
- F. Shopper360 reserves the right to amend the terms and conditions of this Promotion, as well as to suspend, modify or cancel this Promotion at any time with no prior notice.

## **7. PRIVACY POLICY**

By participating in this Promotion, participants agree and consent to allow his/ her personal data being collected, processed and used by Shopper360 and/or its affiliates, partners and promotion agencies for the purpose of this Promotion and in accordance with Shopper360's Privacy Policy which may be viewed at <https://bit.ly/3xSmR80>.

Shopper360 and/or its affiliates, subsidiaries, partners and promotion agencies will collect each participant's personal information for the purpose of administering the Promotion, including notifying

and verifying successful participants, and announcing their names and last 4 digits of their mobile phone numbers on the website as specified in Section A3. Personal information may be disclosed to authorized third parties in administration of this Promotion on behalf of Shopper360 and/or its affiliates, subsidiaries, partners and Promotion agencies.

Any information and/or personal data which the participant will provide, or which is otherwise gathered in the context of this Promotion, will be used by Shopper360 and/or its affiliates, partners and promotion agencies in compliance with the applicable legislation. This means, in particular, that any Personal Data processing carried out by Shopper360 and/or its affiliates, partners and promotion agencies will respect the principles of lawfulness, fairness, transparency, purpose limitation, storage limitation, data minimization, accuracy, integrity and confidentiality.

Participants have the right to request access to and change the personal information provided. If you want to enquire, view and modify the personal information provided, please contact us at <https://shopper360.com.my/contact-us/>

## **8. GOVERNING LAW**

This Promotion shall in all respects be governed by the laws of the country as specified in Section A3. However, it shall be the participant's sole responsibility and obligation to ensure that he/she complies with and do not contravene any laws to which he/she may be personally subjected to.