

## **'Tiger Credential Campaign' Contest Terms and Conditions**

### **General**

1. The **'Tiger Credential Campaign' Contest** (the '**Contest**') is governed by these standard terms and conditions ('**Terms of Use**'). By participating in the Contest, each participant acknowledges having read, understood, and agreed to comply with these Terms of Use.
2. The Contest is administered by Heineken Marketing Malaysia Sdn Bhd. ('**the Organiser**').
3. These Terms of Use establish the legal relationship between the Organiser and each participant in the Contest.
4. The laws of Malaysia govern the Contest and these Terms of Use. Any disputes related to the Contest or these Terms of Use, including disputes concerning their validity, shall be resolved by the courts of Malaysia. Participants in the Contest agree to submit to the exclusive jurisdiction of the courts of Malaysia. Participants are responsible for ensuring compliance with applicable laws.
5. The Organiser's failure to enforce any provision of these Terms of Use does not waive its right to enforce such provision in the future.
6. To participate in the Contest, participants must provide accurate personal details for competition judging, prize fulfilment, and marketing purposes. The Organiser reserves the right to verify the eligibility of participants.
7. The Contest will take place during the specified Contest Period. The Organiser reserves the right to vary, postpone, or extend the Contest Period at its discretion.
8. The Organiser reserves the right to change or discontinue any aspect of the Contest, including these Terms of Use, at any time without prior notice. Changes will be effective immediately upon posting on the Heineken Malaysia website. Participants are advised to review the Terms of Use regularly for updates.
9. The Organiser may terminate or suspend the Contest at its discretion, with or without awarding any prizes. Participants agree to abide by the Organiser's decision regarding the resumption or disposition of the Contest.
10. Any disputes not covered by these Terms of Use will be resolved by the Organiser's management in a manner deemed fair to all parties. The decision of the Organiser's management is final and binding.
11. In the event of any inconsistency between the English version and any translated version of these Terms of Use, the English version prevails.
12. Participants in this Contest are deemed to unconditionally accept these terms and conditions. Failure to comply with these terms and conditions may result in disqualification from the Contest and forfeiture of any prizes.

### **Participation**

1. In order to participate in the Contest, individuals must make a qualifying purchase of a specified minimum amount in a single transaction during the Contest Period, as detailed below, from any designated outlets across the nation:

Channel	Mechanics	Contest Period
Pubs and Bars/ MONT	<p><b>Peninsular Malaysia</b> Buy 2 sets / buckets of any Tiger Beer(325ml bottle/330ml glass) OR 1 bucket of Tiger Crystal / Tiger Soju Flavoured Large (325ml bottle) in a single receipt.</p> <p><b>East Malaysia</b> Buy 2 sets / buckets of Tiger Beer (325ml bottle / 660ml bottle / 330ml glass) OR 1 bucket of Tiger Crystal (325ml / 600ml bottle) in a single receipt.</p> <p>Scan QR code to submit the receipt &amp; fill up personal details.</p> <p>Stand to win Tiger 24'Hardcase Luggage Bag OR RM 50 Touch 'N Go Ewallet Credit.</p>	01 <sup>st</sup> Sept 2024 until 15 <sup>th</sup> Oct 2024
Drinkies / E-Commerce Marketplace (Lazada/Shopee)	<p>Buy 2 sets of any Tiger 320ml 6's OR Tiger 320ml 4's in a single receipt.</p> <p>Scan QR code to submit the receipt &amp; fill up personal details via the microsite (For Lazada and Shopee)/ Auto-enrolment for Drinkies purchase.</p> <p>Stand to win Tiger 24'Hardcase Luggage Bag OR RM 50 Touch 'N Go Ewallet Credit.</p>	01 <sup>st</sup> Sept 2024 until 15 <sup>th</sup> Oct 2024

1. The Contest is **ONLY** open to non-Muslim Malaysian who are 21 years of age or older as of the date of participation in the Contest. Proof of age will be required. Participants must not fall under the category of Ineligible Persons and must be legally permitted to consume alcoholic beverages. Participation by syndicates or groups is prohibited.
2. The following individuals are not eligible to participate in the Contest:
  - a. Individuals employed by or associated with the Organiser, its affiliates, and related entities, including their immediate family members (children, parents, siblings, and spouses) in any capacity;
  - b. Representatives, employees, or agents of advertising or Contestal service providers engaged by the Organiser, including its affiliates and related companies, and their immediate family members (children, parents, siblings, and spouses);
  - c. Individuals employed by third-party companies involved in the organization or execution of the Contest.

Each individual falling within these categories shall be deemed an "Ineligible Person" and collectively referred to as "Ineligible Persons" in these Terms of Use.

## Contest Mechanic

<b>Brief Description of Contest</b>	<ol style="list-style-type: none"> <li>1. <b>"Tiger Credential Campaign" Contest</b> is organized with the intention to reward Non-Muslim Malaysian above the age of 21 who have participated in the Contest with purchase on-ground.</li> <li>2. The Organiser reserves the right to vary, withdraw or re-schedule the Contest Period or any dates thereof at its sole discretion.</li> </ol>
<b>Mechanism of Contest</b>	<ol style="list-style-type: none"> <li>1. The method of participation in the Contest is via microsite submission upon purchase of the minimum amount of participating products (as per paragraph 1 above), throughout the Contest Period (as per paragraph 1 above) and to be redeemed on the Contest Period/ Redemption Period (if applicable) from any of the following participating outlets nationwide. The Receipt as Proof of Purchase ("POP") for each entry is a photo of the receipt.</li> <li>2. To participate, Submission of Entry is through scanning of QR code on the POSM or submit via <b>Tigercreds.tigerbeer.com</b></li> <li>3. Participant is required to complete the following steps: - <ol style="list-style-type: none"> <li>a. Scan on the QR code on POSM to be directed to the microsite for submission or submit via <b>Tigercreds.tigerbeer.com</b></li> <li>b. Fill up the following details for Submission of Entry: - <ul style="list-style-type: none"> <li>• Name (as stated on his/her NRIC)</li> <li>• IC Number</li> <li>• Contact Number</li> <li>• Email Address</li> <li>• Address</li> <li>• Receipt Number</li> <li>• Receipt Date</li> <li>• Submission of proof of purchase ("Receipt")</li> </ul> </li> <li>c. Participant is required to answer one (1) question via microsite as an act of confirmation for contest entry submission.</li> </ol> </li> <li>4. One receipt per entry for the Contest. Participant(s) may submit more than one (1) entry. The Organiser reserves the right to reject any entry that is not submitted in the required manner as indicated above including, but not limited to, entries with incorrect or incomplete information, or where the proof of purchase is altered, duplicated, defective, is invalid and will be automatically disqualified from the Contest without notice.</li> <li>5. Participants <b>MUST</b> keep the original POP for verification and prize redemption purposes. Failure to do so will result in disqualification and forfeiture of prize won.</li> <li>6. The Organiser does not charge for Contest entries submitted by the participants. The Organiser shall not reimburse the participants for the charges incurred in sending the WhatsApp entry including Sales and Services Tax (SST), and related charges, if any.</li> </ol> <p>The participants must adhere to the mechanism of the Contest as may be notified or communicated by the Organiser during the Contest Period.</p>

<p><b>Prizes</b></p>	<ol style="list-style-type: none"> <li>1. Prizes to be won for <b>MONT</b> (any participating bar, pubs, restaurant &amp; bistros) in whole Malaysia. (a) 75 X Tiger 24' Hardcase Luggage Bag (b) 755 X RM 50 Touch &amp; Go e-wallet credit</li> <li>2. Prizes to be won for any participating <b>DRINKIES/ E-COMMERCE MARKETPLACE</b> (Lazada/Shopee) in whole Malaysia.. (a) 13 X Tiger 24' Hardcase Luggage Bag (b) 133 X RM 50 Touch &amp; Go e-wallet credit</li> <li>3. The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice.</li> <li>4. All prizes are accepted entirely at the risk of the participant and are awarded by the Organiser and/or sponsors without any warranty of any kind express or implied.</li> <li>5. The participant shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize.</li> <li>6. The Organiser reserves the right to not award any and/or all of the prize(s) on the basis that there are insufficient entries which qualify and satisfy the criteria ("Qualifying Entries"). For example, if there are 100 prizes available to be won during a particular Contest Period, in the event that there are less than 100 Qualifying Entries, the Organiser is entitled to only award the prize(s) to the Qualifying Entries and forfeit the remaining prize(s).</li> </ol>
<p><b>Selection of Winners</b></p>	<p>To shortlist the winner for each tier, the Organiser will allocate serial numbers for each valid entry received and approved by the organiser throughout Contest Period [each a "Qualified Entry" and collectively the "Qualified Entries"]. A set of serial numbers will be allocated for the Qualified Entries starting from serial number "1".</p> <p>The serial numbers allocated to each Qualified Entry will be tabulated and added up to derive the total number of Qualified Entries ["Total Qualified Entries"].</p> <p>Example – Winner selection for MONT, (a) 75 units of 24' Hardcase Luggage Bag:</p> <p>Assuming the Total Qualified Entries received is 7308, the Organiser will compute and select the shortlisted entries based on the following :</p> <p>Selection of five [75] winner finalists for 24' Hardcase Luggage Bag : <math>7308 \div 75 = 97^{\text{th}}</math>.</p> <p>Participants with Qualified Entries bearing the following serial numbers will be selected as the winner Finalists: 97<sup>th</sup>, 194<sup>th</sup>, 291<sup>th</sup>, 388<sup>th</sup> and so on.</p> <ol style="list-style-type: none"> <li>1. All prizes are bound by the terms and conditions attached to the prizes and these Terms of Use and must be claimed within the stipulated time frame. Failure to do so will result in the forfeiture of the prize.</li> <li>2. The Organiser reserves the right to disqualify and remove any Participant from the Contest without prior notification or disclosure of information should the Participant be suspected of tampering with their entries or breach the Contest terms and conditions.</li> </ol>

<p><b>Notification, Verification and Contact of Winners</b></p>	<p><b>NOTIFICATION</b></p> <p>The winner will be announced via Microsite / WhatsApp / Email notification.</p> <p>The Organiser shall be entitled to request the original Identity Card or the originals of other supporting documents/materials for verification purposes.</p> <ol style="list-style-type: none"> <li>1. The winners must ensure that the data details provided to the Organiser are true, accurate, current and complete. Winners will be informed of their win and they will be advised by the Organiser as to the verification and redemption of prizes process.</li> <li>2. Each participant is only eligible to win maximum of 1 prize during the Contest Period.</li> <li>3. The winners must respond within three (3) days from the time when the Organiser sent the notification via WhatsApp.</li> <li>4. If the winner fails to respond within three (3) days, the Organiser reserves the rights to substitute the winner with subsequent name on the list.</li> </ol> <p><b>VERIFICATION</b></p> <p>The winner must provide Full Name (as stated on his/her NRIC), IC Number and attach clear copy of Proof of Purchase (“POP”) to the Organiser and its appointed agent (which means a third party appointed by the Organiser from time to time as its agent to, amongst others, manage the WhatsApp hotline and the distribution of the prizes pursuant to this Contest, hereinafter referred to as the “Appointed Agent”) for verification.</p> <p>The documents provided must be an exact match to the details submitted via microsite.</p> <p>In the event that the Organiser finds the presented receipt is not authentic or invalid then the Organiser shall be entitled to disqualify the Winner and forfeit the Prize from the Winner without assigning any reasons whatsoever.</p> <p>The Organiser shall reserve the right to award the Prize to an alternative Participant at its sole discretion at any time.</p> <p><b>CONTACT</b></p> <p>Upon verification and confirmation of the details, the Contest winners will be contacted by WhatsApp/Micosite/Email by the Organiser’s Appointed Agent.</p>
<p><b>Prize Fulfilment</b></p>	<p>Once the winner has been verified and confirmed, prize fulfilment shall be through:</p> <ol style="list-style-type: none"> <li>1. For 24’ hardcase Luggage Bag, will be sent via courier service to the winners’ full mailing address as provided to the Organiser or Appointed Agent upon request. <ul style="list-style-type: none"> <li>(a)Prize sent via courier service : The Organiser and the Appointed Agent have the right to request the winner to sign and send back a copy of all the consent documents together with the original receipt as POP</li> </ul> </li> </ol>

	<p>and a scanned copy of their I.C. for verification purposes to the Organiser.</p> <ol style="list-style-type: none"> <li>2. For Touch n' Go e-wallet credit winners, the Organiser will direct debit the Touch &amp; GO credit into winner's e-wallet based on the phone number provided during submission of entry.</li> <li>3. By participating in the Contest, the participants grant the Organiser the permission to publicise, broadcast or otherwise disclose his or her name, character, likeness, statements or any Contestal activities in any and all media concerning the winning of the Contest, or Contests generally held by the Organiser at any time and from time to time. The Organiser may promote or advertise that a particular winner won the Contest. All participants and/or winners hereby agree and consent to the use of his/her name for the purpose of advertising, trade or Contest by the Organiser without any additional compensation, notification and/or permission.</li> <li>4. The Organiser reserves the right to disqualify and remove any participants from the Contest without prior notification or disclosure of information should the participants be suspected of tampering with their entries or is found to be in breach of these Terms of Use and any conditions of the Contest.</li> <li>5. The Organiser reserves the right to forfeit the prize if the winner fails to respond by the date and time agreed by the winner and the Organiser's Appointed Agent.</li> <li>6. The Organiser reserves the right to ignore requests from winners during the Contest Period which are deemed by the Organiser to be unreasonable.</li> </ol>
<b>General</b>	<p>The Organiser shall be entitled to request the original Identity Card or the originals of other supporting documents/materials for verification purposes.</p> <p>The Organizer reserves the right to reject any entry that is not submitted in the required manner as indicated above including, but not limited to, entries with incorrect or incomplete information, or where the POP is altered, duplicated, defective, is invalid and will be automatically disqualified from the Contest without notice.</p> <p>Participants MUST keep the original POP for verification and prize redemption purposes. Failure to do so will result in disqualification and forfeiture of prize won.</p> <p>The Organizer does not charge for entries submitted by the participants. The Organiser shall not reimburse the participants for the charges incurred in sending the WhatsApp entry including Sales and Services Tax (SST), and related charges, if any.</p> <p>The participants must adhere to the mechanism of the Contest as may be notified or communicated by the Organizer during the Contest Period.</p> <p>The Organizer reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice.</p>

	<p>All prizes are accepted entirely at the risk of the participant and are awarded by the Organizer and/or sponsors without any warranty of any kind expressed or implied.</p> <p>The participant shall execute a deed of release and indemnity in a form prescribed by the Organizer, if so required, in order to receive the Prize.</p> <p>The Organizer will send out an acknowledgement message to successful entry and unsuccessful entry through Email notifications.</p> <p>All prizes are bound by the terms and conditions attached to the prizes and these Terms of Use must be claimed within the stipulated time frame. Failure to do so will result in the forfeiture of the prize.</p> <p>In the event that the Organizer finds that the presented receipt is not authentic or invalid then the Organizer shall be entitled to disqualify the Winner and forfeit the Prize from the Winner without assigning any reasons whatsoever.</p> <p>The Organizer shall reserve the right to award the Prize to an alternative Participant at its sole discretion at any time.</p> <p>By participating in the Contest, the participants grant the Organizer the permission to publicise, broadcast or otherwise disclose his or her name, character, likeness, statements or any Contestal activities in any and all media concerning the winning of the Contest, or Contests generally held by the Organizer at any time and from time to time. The Organizer may promote or advertise that a particular winner won the Contest.</p> <p>All participants and/or winners hereby agree and consent to the use of his/her name for the purpose of advertising, trade or Contest by the Organizer without any additional compensation, notification and/or permission.</p> <p>The Organizer reserves the right to disqualify and remove any participants from the Contest without prior notification or disclosure of information should the participants be suspected of tampering with their entries or is found to be in breach of these Terms of Use and any conditions of the Contest.</p> <p>The Organizer reserves the right to ignore requests from winners during the Contest Period which are deemed by the Organizer to be unreasonable.</p>
--	--

**Note: In the event of any conflict or inconsistency between the terms and provision in this table and those of the Contest, the terms and provisions in this table will prevail.**

#### **Other Terms of Use**

1. The participant agrees that he / she shall:
  - (i) abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the participant;
  - (ii) not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest Period;
  - (iii) not by act or omission, directly or indirectly bring the Organizer into disrepute;
  - (iv) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Contest or the prize with any third party;

- (v) agrees that the participant's participation in the Contest does not entitle the participant to wages, salary or any other compensation.
2. Submission of the Entry does not guarantee the participant the opportunity to participate in the Contest. The Organiser has the right to, at its sole discretion and without prior notification, reject, refuse or exclude a participant from participation in the Contest for reasons, including (without limitation) where the Entry is not complete, non-compliance or non-fulfilment of any of these Terms of Use or attempts to compromise the Contest in any way.
  3. The Organiser reserves the right to substitute the prize, or any portion thereof, as the case may be, for an alternative prize of equal or greater value should the prizes promoted not be available due to unforeseen circumstances.
  4. In the event that a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with according to the reasonable discretion of the Organiser subject to compliance with any applicable laws.
  5. The prizes must (where applicable) be used on the dates specified, cannot be sold, changed or exchanged for money or for other prizes and the prizes are not transferable or negotiable and may not be redeemed for cash.
  6. Any tax payable as a result of a prize being awarded is the sole responsibility of the winner.
  7. The Organiser's decision in relation to any aspect of the Contest is final and binding. No communication will be entertained in this regard.
  8. Save and except for any warranties implied in law (if any), all prizes are used/taken entirely at the risk of the winner in all things, and the Organiser excludes all warranties in connection with any prize to the extent permitted by law. The Organiser makes no representations that the prize will be satisfactory to the winners.
  9. The Organiser may publicise, broadcast or otherwise disclose a winner's or participant's name, character, likeness, statements or any Contestal activities concerning the winning of the Contest, or Contests generally held by the Organiser. The Organiser may promote or advertise that a particular winner won the Contest. All winners hereby agree and consent to the use of his/her photo, name, appearance, voice and likeness to and to transmit, copy, publish, copyright, distribute and display it in connection with articles, exhibitions, publicity, advertising, education, trade and/or Contestal material or activities undertaken ("Contest Materials") by the Organiser without any additional compensation, notification or permission. Participants and/or winners shall not be entitled to claim ownership and/or other forms of compensation on any of the materials. All winners and participants also hereby agree to waive any rights that he/she may have to inspect or approve any finished products or any advertising copy of the Contestal Materials that may be used, arising directly, indirectly or in connection with the Contest. Further, all winners and participants hereby agree that he/she assigns all of his/her rights, titles and interests that he/she may have in any form of media in which any or all of his/her photos, name, appearance, voice and likeness have been captured in connection with the Contest, along with full rights of assignability, and agree to execute any documents required by the Organiser to give effect to this assignment.

## **Release**

1. The participant agrees to waive, release and discharge the Organiser, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the participant or any party claiming through the participant hereafter may have arising out of acceptance of any prize(s) or participation in the participant including (but not limited to) death, personal injury and damage to property and whether or not direct, consequential or foreseeable.



2. Each participant hereby agrees to indemnify and hold the Organiser and each of its subsidiaries, affiliates, related companies, advertising and Contest agencies and each of its and their respective directors, employees, agents and representatives (the **“Released Parties”**) harmless from and against any losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, as a result of the participant’s breach of the participant’s warranties and undertaking and any breach of the Terms of Use and / or the rules and regulations of the Contest, participation in the Contest or arising in connection with a prize. The Released Parties shall not be responsible for lost, late, misidentified or misdirected entries or telecommunication or computer hardware or software performance, errors, delays or failures.

### **Disclaimer**

1. THE ORGANISER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE COMPETITION. THE COMPETITION AND THE PRIZES ARE PROVIDED ‘AS IS’ AND ‘AS AVAILABLE’.

### **Intellectual Property**

1. All intellectual property rights used in relation to the Contest are owned by the Organiser, and its employees, officers, directors, agents, affiliates, parent, subsidiaries and representatives (**“Organiser Group”**).
2. All intellectual property rights in connection with this Contest shall vest in the Organiser. The participants shall not be permitted at any time to reproduce or distribute any intellectual property rights in respect of this Contest.
3. Entries and details submitted in connection with the Contest (whether in written, audio or visual form, or a combination of those) or any photographs, video and/or film footage or audio recording taken of the participants shall be the property of the Organiser. The Organiser may use the material in any medium and in any reasonable manner it sees fit. Copyright of any such material becomes and remains the sole property of the Organiser. The participant hereby assigns to the Organiser all worldwide copyright and like rights in the entries and waive all moral rights.

### **Facebook and/or WhatsApp**

1. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or WhatsApp.
2. The participants are providing the participants’ information (save in respect of the participants’ Facebook and/or WhatsApp username and password) to the Organiser and not to Facebook and/or WhatsApp. The information the participants provide will solely be used for and by the Organiser Group and will not be sold, transferred, given or shared with any third party not in any relation to the Contest.
3. The participants agree that the participants shall waive any claim the participants may have against the Organiser Group that is in any way connected with a dispute the participants may have with Facebook and/or another participant of the Contest (**“third party participant”**) and the participants agree to indemnify the Organiser Group for any losses or liability the Organiser Group suffers as a result of any claim against the Organiser Group by Facebook and/or WhatsApp and/or the third party participant as a result of the participants’ dispute or in relation to the participants’ dealings with Facebook and/or WhatsApp and/or such third party participant. This waiver and indemnity shall not apply in the event of any breach, fraud or wilful misconduct on the part of the Organiser Group.

### **Liability**

1. Each participant agrees that except in respect of damages, losses, injuries, rights, claims or actions caused by or arising from the breach or negligence of the Organiser, the Organiser shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Contest, or resulting from the acceptance, possession, use/misuse of prizes, or participation in the Contest. Each participant further agrees that the Organiser will not be responsible or liable for any Entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with these Terms of Use or arising due to the fault of the participant.
2. The Organiser shall not be liable to any participant nor shall the Organiser be deemed to be in breach of the Terms of Use by reason of any delay in performing, or any failure to perform, any of the Organiser's obligations hereunder, if the delay or failure was due to any cause beyond the Organiser's reasonable control.
3. Notwithstanding the foregoing, nothing in these Terms of Use is intended to limit any rights the participants might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit the Organiser's liability to the participants for any loss or damage arising from the breach or negligence on the part of the Organiser.
4. The Organiser reserves the right at its reasonable discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest or its website (if any), to be acting in breach or potential breach of these Terms and Conditions. No correspondence will be entertained.
5. The Organiser reserves the right to cancel the Contest at any time due to unforeseen circumstances, sovereign laws and regulations.
6. No warranty or guarantee is given by the Organiser in relation to any of the prizes and to the fullest extent permitted by law, the Organiser, its agents and trading partners will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of receipt or use of any prize awarded pursuant to this Contest. The Organiser does not recommend or guarantee the performance of any contractor or other obligations of any third parties associated with the prizes and will not be liable for any fraud committed by any third party.
7. During the Contest, any request or complaint concerning the Contest and the Terms of Use may be sent via email and stating the participant's name, address, e-mail address and telephone number. The participant will be contacted within a reasonable time after receipt. The Organiser will not engage in any correspondence related to the selection of the winner.

#### **Other Provisions**

1. Nothing in or relating to this Contest may be reproduced or published without the Organiser's express consent.
2. No rights can be derived from this Contest or the results thereof.
3. The Contest is void where the same is prohibited or restricted by any local, national, state, or any governmental laws.
4. If these terms and conditions are or become partially void, the Organiser and the participant will continue to be bound by the remainder of the same. The parties shall replace the void part by provisions that are valid and have legal effects that correspond with those of such void part as much as possible, taking into account the content and the purport of these terms and

conditions.

5. These Terms of Use will prevail over any inconsistent terms, conditions, provisions or representations contained in any other Contestal materials advertising of the Contest.
6. This Contest is subject to the Malaysian Advertising Code for Alcoholic Beverages.
7. The participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by it.
8. All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and / or any product based on and / or derived from the Contest.

### **Personal Data Protection Act Policy In Social Media Sites**

This policy serves as a written notice ("**Notice**") as prescribed under the Personal Data Protection Act 2010 (hereinafter referred to as the "**PDPA**"), to inform you that your personal data is being processed by or on behalf of Heineken Marketing Malaysia Sdn Bhd ("**HMMSB**", "**our**", "**us**" or "**we**"). For the purpose of this Notice, the terms "**personal data**", "**sensitive personal data**" and "**processing**" shall have the meaning prescribed in the PDPA.

We are collecting and further processing the personal data you choose to share on Facebook, Instagram, Twitter, YouTube, and other social media sites, including our brand website (collectively, "**Social Media Sites**"). The personal data collected and further processed by us may vary between individuals depending on the privacy and security settings available to your account on the relevant Social Media Sites. For more information about the choices and means for limiting the personal data processed by the Social Media Sites, please visit the respective Social Media Sites privacy policy page.

We will be processing your personal data, including any additional information you may subsequently provide to us, for the purposes of contacting or communicating with you, advertising our or third party's services, products, activities, special events or offers, to respond to your posts, submissions, comments, requests, inquiries or complaints, to request feedback from you, assessing your application to register for the use or subscription of the Website, administer your participation in Contests, conduct internal activities, market surveys and trend analysis, other legitimate business activities of Heineken Marketing Malaysia Sdn Bhd, and any other purposes as may be related to the foregoing and/or as set out in the Social Media Sites and if applicable, Contest terms and conditions ("**Purposes**").

In respect of the personal data collected from our brand website, it is obligatory that you supply us your personal details as required by the Contest. If you fail to supply us such compulsory personal data, we may refuse to process your personal data for any of the Purposes.

We may disclose your personal data to our related corporations, service providers, business partners, and any governmental departments and/or agencies, regulatory and/or statutory bodies as and when required by any laws or regulations.

By "liking" our Facebook brand page, or following us on our brand's Instagram or Twitter, or subscribing to our brand's YouTube channel or otherwise expressing or providing a similar indication of your interest in us in other Social Media Sites, you hereby agree that you have read this Notice and consent to our collection and further processing of your personal data in the respective Social Media Sites in the manner as specified in this Notice. Unless you have asked us not to, we will contact you by posting, messaging or emailing you with any offer or Contests in relation to our upcoming events, products and services. If you do not wish to receive any of these offers or Contests, access and request for correction of your personal data, to limit the

processing of your personal data, or to contact us with any enquiries or complaints in respect of your personal data as follows please send us an email to [general.enquiry@heineken.com](mailto:general.enquiry@heineken.com).

You are responsible for ensuring that the personal data we collect is accurate, complete, not misleading and kept up to date.

This Notice shall be drafted in English as well as in Bahasa Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.

## Dasar Akta Perlindungan Data Peribadi

Dasar ini berfungsi sebagai notis bertulis ("**Notis**") seperti yang ditetapkan di bawah Akta Perlindungan Data Peribadi 2010 (selepas ini dirujuk sebagai "**Akta**"), untuk memaklumkan bahawa data peribadi anda sedang diproses oleh atau bagi pihak Heineken Marketing Malaysia Sdn Bhd ("**HMMSB**", "**kami**", "**kita**" atau "**kita**"). Bagi maksud Notis ini, terma "**data peribadi**", "**data peribadi sensitif**" dan "**pemprosesan**" hendaklah mempunyai erti yang ditetapkan dalam Akta.

Kami mengumpul data peribadi anda yang anda memilih untuk berkongsi di Facebook, Instagram, Twitter, YouTube, atau laman web kami. Pengumpulan data peribadi oleh Heineken Marketing Malaysia Sdn Bhd mungkin berbeza-beza antara individu bergantung kepada tetapan keselamatan akaun rangkaian sosial anda dan oleh itu mungkin termasuk data sensitif peribadi seperti pandangan agama dan politik. Untuk maklumat lanjut mengenai data peribadi Facebook anda bahawa kita menyimpan dan / atau mengehadkan data peribadi anda bahawa kita menyimpan, sila rujuk kepada Facebook Data Penggunaan Dasar di <https://www.facebook.com/about/privacy/>. Untuk data peribadi rangkaian sosial lain, sila rujuk kepada laman web privasi rangkaian social berkenaan.

Heineken Marketing Malaysia Sdn Bhd akan memproses data peribadi anda, termasuk apa-apa maklumat tambahan yang anda kemudiannya boleh memberikan Heineken Marketing Malaysia Sdn Bhd, bagi maksud menghubungi anda, pengiklanan kami atau perkhidmatan pihak ketiga, produk, aktiviti, acara-acara khas atau tawaran, untuk bertindak balas kepada anda jawatan, permohonan, komen, permintaan atau aduan, untuk mendapatkan maklum balas daripada anda dan apa-apa maksud lain sebagaimana yang mungkin berkaitan dengan perkara di atas ("**Maksud**").

Kami mungkin mendedahkan data peribadi anda kepada syarikat-syarikat berkaitan kami, pembekal perkhidmatan, rakan kongsi perniagaan, dan mana-mana jabatan kerajaan dan / atau agensi, badan-badan kawal selia dan / atau undang-undang apabila dikehendaki oleh mana-mana undang-undang atau peraturan-peraturan.

Dengan "suka" (like) halaman kami dan menjadi ahli atau mengikut akaun rangkaian sosial kami, anda bersetuju bahawa anda telah membaca Notis ini dan bersetuju untuk memproses data peribadi anda dan / atau data peribadi yang sensitif dengan cara yang dinyatakan dalam Notis ini. Melainkan jika anda telah meminta kami untuk tidak, kami akan menghubungi anda dengan menyiarkan, mesej atau menghantar e-mel anda dengan mana-mana tawaran atau promosi yang berkaitan dengan peristiwa-peristiwa yang akan datang, produk dan perkhidmatan. Jika anda tidak mahu menerima mana-mana tawaran atau promosi, sila hantar e-mel kepada [general.enquiry@heineken.com](mailto:general.enquiry@heineken.com).

Notis ini digubal dalam bahasa Inggeris dan juga dalam Bahasa Malaysia. Sekiranya terdapat sebarang percanggahan antara versi Bahasa Inggeris dan versi Bahasa Malaysia notis ini, versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia.