

## **CARNATION® Go Gourmet Australia Contest**

By participating in the CARNATION® Go Gourmet Australia Contest (“Contest”), you (“Participant”) are deemed to have read and agreed to be bound by the following Terms and Conditions: -

### **TERMS AND CONDITIONS**

1. The Contest is open to all Malaysians aged 18 and above (as of December 2019), except for the employees of F&N Beverages Marketing Sdn. Bhd. (Co. No. 004594-A) (“Organiser”) and their immediate family members, their affiliated companies, business partners, suppliers/distributors, promotion/advertising/public relations agencies and other parties in Malaysia involved in this Contest.
2. This Contest commences on 8 December 2019 at 12:00 am to 15 February 2020 at 11:59 pm (“Contest Period”). The Organiser reserves the right to amend, extend, or terminate the Contest Period at any time without prior notice.

### **QUALIFICATION CRITERIA**

During the Contest Period, an eligible Participant shall purchase any two (2) cans of CARNATION® participating products (CARNATION® Evaporated Creamer 390g and/or CARNATION® Sweetened Creamer 500g) in a single receipt (“Proof of Purchase”) to qualify for one (1) entry (“Qualified Entry”) and will be provided with one (1) serial number.

*Example: Farhana purchased 10 cans of CARNATION® Evaporated Creamer 390g in a single receipt, she is entitled to 5 entries automatically.*

### **PARTICIPATION METHOD**

Proof of Purchase is valid for one (1) participation method only – either via normal post **OR** via WhatsApp. In the event where the same Proof of Purchase is submitted via both participation methods, the Organiser reserves the right to disqualify one of the entries without any prior notice. Only original printed Proof of Purchase with proper item description will be eligible for this Contest. The Organiser reserves the right to automatically disqualify any Proof of Purchase found to be modified, incorrect, incomplete, unreadable or with invalid details, or entries without Proof of Purchase.

#### **Via Post**

1. Each entry form must be completed with the required personal details, correct answer to the question given and attached original receipt as Proof of Purchase. **Labels are not considered as Proof of Purchase.**
2. Only entries sent via normal mail on or before 15<sup>th</sup> February 2020 to **CARNATION® Go Gourmet Australia Contest, P.O. Box 3373, 47509 Subang Jaya, Selangor Darul Ehsan** will be accepted. All entries sent via

dispatch, PosLaju, registered mail, courier service or any other forms of post other than normal mail will be disqualified automatically.

3. Participants may submit as many entries as they wish, provided each entry is accompanied by one (1) entry form and required Proof of Purchase. Multiple entries in one (1) envelope are allowed.
4. Entry forms of this Contest that are original, taken from the back of the label, A5-sized contest form, photocopied, downloaded and printed from our website, [www.fn.com.my](http://www.fn.com.my) are accepted.
5. Proof of postage is not proof of receipt. Incomplete, unclear, damaged, late entries and entries with none or insufficient Proof of Purchase will be disqualified automatically. The Organiser will not be responsible for any lost or wrongly sent entries.

#### Via WhatsApp

1. Answer this simple question: **The grand prize for “CARNATION® Go Gourmet Australia” Contest is a trip to Australia for two. True or False?**
2. WhatsApp a clear picture of the receipt to 012-909 8806 with the following details:  
CARNATION, Name, NRIC, Answer  
*Example: CARNATION, Farhana Nizam, 830318068120, True*  
*Keep the original receipt for verification purposes if you have been selected as the winner.*
3. Entries sent via WhatsApp before 8 December 2019 at 12:00 am and after 15 February 2020 at 11:59 pm will be disqualified automatically. Entries sent via other text messaging application other than WhatsApp will not be entertained.
4. Participant may WhatsApp as many entries as they wish but each entry must be supported with the required receipt as Proof of Purchase. Proof of WhatsApp is not proof of receipt.

#### **CONTEST PRIZES**

1. Grand Prize x one (1) winner x ten (10) weeks: 5D3N Travel Package to Australia for two (2) pax (“Group Tour”)
  - a. The Group Tour consists of: -
    - i. Return Economy Class airfare to Australia. Travel to depart from Kuala Lumpur, Malaysia;
    - ii. 3-night accommodation with daily breakfast. Each winner and their nominated guest to share one (1) twin room;
    - iii. Group arrangements and selected meals, subject to final itinerary; and
    - iv. Airport taxes and fuel surcharge.
  - b. Each Grand Prize winner must nominate one (1) guest (“Travel Companion”) of which the Travel Companion must be a Malaysian. All Grand Prize winners and their respective Travel Companion must depart and travel together within the group according to the Organiser’s schedule and are required to purchase their own travel insurance. Should winner and their respective Travel Companion be

unavailable due to whatsoever reason, the prize will be forfeited on a non-refundable, non-exchangeable and non-transferable basis.

- c. The Group Tour is to depart from Kuala Lumpur to Australia and return to Kuala Lumpur. Any expenses incurred by the winners and their respective Travel Companion in relation to attending the Group Tour are inclusive of but not limited to travelling expenses and accommodation shall be borne by the winners themselves. The Grand Prize is not inclusive of pocket money for spending, travel documents, departure levy, personal accident, travel insurance, tipping, hotel minibar purchases, laundry and any other ancillary cost or expenditures. These travel expenses shall be borne by the winners themselves. The unutilised services included in the package are non-refundable, non-exchangeable and non-transferable.
  - d. Where applicable, it is the winner's and his/her Travel Companion's responsibility to ensure that they have valid travel visas and a passport valid for at least six (6) months from the date of departure. The Organiser shall not be held responsible for deportation or entry refusal of the winner and/or his/her Travel Companion by the immigration authorities. No refund will be given to the winner and/or his/her Travel Companion who has been refused entry.
  - e. The Group Tour is subjected to additional terms and conditions by the appointed travel agent. The Group Tour travel period will be determined by the Organiser. Terms governing the Group Tour are subject to change in relation to the final itinerary at the Organiser's sole discretion.
2. Bonus Prize x ten (10) winners x ten (10) weeks: One (1) Tefal Wokpan.
  3. All prizes are bound to the terms as stipulated in the letter of confirmation/prize agreement/prize voucher and must be claimed within stipulated time frame, failing which the unclaimed prizes will be forfeited. If the prize is unavailable for any reason whatsoever, the Organiser reserves the right, at its sole discretion, to provide an alternative prize without prior notice. Prize is not redeemable for cash, is not transferable and will only be given to the winner who is able to satisfy all the requirements as set out in the Terms and Conditions.

#### **WINNER SELECTION**

1. All qualified entries will be subjected to a weekly computerised selection process to shortlist one (1) Grand Prize finalist and ten (10) Bonus Prize finalists ("Finalist") for each of the weekly period in the schedule stated below:

<b>Week</b>	<b>Period</b>	<b>Draw Date</b>
1	8 December 2019 12:00 am - 14 December 2019 11:59 pm	2 January 2020
2	15 December 2019 12:00 am - 21 December 2019 11:59 pm	9 January 2020
3	22 December 2019 12:00 am - 28 December 2019 11:59 pm	16 January 2020
4	29 December 2019 12:00 am – 4 January 2020 11:59 pm	23 January 2020
5	5 January 2020 12:00 am - 11 January 2020 11:59 pm	30 January 2020

6	12 January 2020 12:00 am - 18 January 2020 11:59 pm	6 February 2020
7	19 January 2020 12:00 am – 25 January 2020 11:59 pm	13 February 2020
8	26 January 2020 12:00 am – 1 February 2020 11:59 pm	20 February 2020
9	2 February 2020 12:00 am - 8 February 2020 11:59 pm	27 February 2020
10	9 February 2020 12:00 am – 15 February 2020 11:59 pm	5 March 2020

2. In the event where Participant did not win the Grand Prize or Bonus Prize of the respective week, his/her entry(ies) will automatically be rolled over to the selection process of the following week.
3. The result of the draw is final and no correspondence will be entertained.
4. Participant can win a maximum of one (1) Grand Prize **OR** one (1) Bonus Prize in this Contest.
5. The Organiser shall contact the Grand Prize Finalist based on the contact details provided in the entry form on a best effort basis with a maximum of three (3) call attempts. In the event that the Finalist could not be contacted, the Organiser reserves the right to replace the Finalist with the next name on the list.
6. The winners of the contest will be announced on [www.fn.com.my](http://www.fn.com.my).
7. The Organiser reserves the right to decide, amend or extend the winner announcement at any time without prior notice.
8. If the winners are required to attend prize presentation ceremony and/or participate in publicity programmes (whichever applicable) which the Organiser may organise from time to time in connection with the Contest, each winner hereby agrees to do so at their own expenses. The Organiser shall provide the winners with at least one (1) week notice prior to such functions.
9. The Organiser reserves the right to disqualify the following entries and/or person(s) without having to furnish any proof or explanation to the Participant under the circumstances: - Any entries suspected of a syndication; Illegal acquisition of receipt (Proof of Purchase); And any other disputable entries which appears questionable to the Organiser.
10. Notwithstanding to the contrary, the Organiser reserves the right to determine the delivery arrangements of the prize for the winner. The Organiser shall deliver the prizes according to the address provided by the Participant in the entry form and/or WhatsApp. It is the responsibility of the Participant to provide a correct, valid and complete address. The Organiser shall not be responsible for any non-receipt of any prizes. The Organiser shall not be held responsible for any defected, lost, damaged or stolen prizes during the delivery and/or acceptance of the prizes at the designated location for the collection of prizes. Return of any prizes by the winner for whatsoever reason will not be entertained. All out-of-pocket expenses, spending money, meals, travel expenses, accommodation expenses, taxes, travel insurance and all other ancillary cost and expense incurred in redeeming, collection and utilising the prize are the sole responsibility of and shall be borne by the winners.

## **MISCELLANEOUS**

1. All entry forms and Proof of Purchase submitted for the Contest will be the property of the Organiser.
2. By participating in this Contest and accepting the prizes, the winners agree and have given the Organiser the rights to use their name, address, photograph, particulars, documents and information without any royalty or compensation for the purpose of advertising and all other forms of publicity from time to time including, but without limitation to any taping(s) and recording(s) in connection with the Contest.
3. The Organiser may transfer some personal information (including but not limited to, name, address, contact numbers, IC numbers) to service provider(s) for the purposes of administering the Contest and contacting Participants. The service provider(s) include the vendors managing the Contest. Any Participant's data in connection with the Contest shall be kept confidential except to any activities mentioned thereto. The Organiser shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Participant's Personal Data.
4. The Organiser, all its partners and other parties involved in the promotion, including service provider(s), their directors, officers and agents are not liable in any way, to the extent so prevented or delayed, and or for any consequences thereof including but not limited to the following: - E.g. computer viruses and etc; Directly or indirectly to any event beyond the control of the Organiser e.g.: fire, floods, riots and etc; Intervention by unauthorized parties during the Contest; Electronic or human errors in the administration of the Contest and processing of entries; And any entry that is lost, stolen, damaged, wrongly delivered or not received.
5. The Organiser shall have no liability to the Participants in any respect whatsoever. All Participants are fully responsible for any costs incurred due to injuries, damages or claims whether directly or indirectly caused by their participation in the Contest, publicity programs, prize presentation ceremony and from the redemption/usage of prizes. Participants shall be solely responsible for any taxes or duties payable, insurance and other additional costs involved as a result of participation in this Contest or winning/using any prizes thereunder. By accepting/using any prizes, the Participants agrees to indemnify the Organiser, all its business partners and other parties related to the Contest, including their directors, officers, employees and agents from any claim, prosecution, judgement, damages, loss or liability incurred and against any failure to remit the tax payable to the relevant authorities related to his/her participation in the Contest and his/her acceptance, redemption or use of any prizes.
6. The Organiser shall not be liable for any misinterpretation of facts in respect of the prizes offered and published in any mass media, marketing or advertising materials. To the fullest extent permitted by law, the Organiser makes no representations and/or warranties with respect to any prizes provided under the Contest. In particular, the Organiser gives no warranty with respect to the merchantability, quality of the prizes or their suitability for any purposes.
7. The Organiser may at its sole and absolute discretion amend the Terms and Conditions, set herein without any prior notice. All matters relating to this Contest are final and binding on all Participants of this Contest, and no correspondence will be entertained. The Organiser reserves the rights to alter, cancel, terminate or suspend the Contest, mechanism of the Contest, the prizes or any part thereof without any prior notice. For the avoidance of doubt, the alteration, cancellation, termination or suspension by the Organiser of the prize, Contest or any part thereof shall not entitle the Participants to any claim or compensation against the Organiser (in cash or in kind) for any and all loss or damage suffered or incurred by the Participants as a direct or indirect result of the act of alteration, cancellation, termination or suspension.

8. In the event of any dispute, conflict, uncertainty or ambiguity relating to the Terms and Conditions hereto, or any matter involving this Contest, the Organiser will resolve the matter in its absolute and unfettered discretion and the entire decision in the matter by the Organiser shall be conclusive and final.
9. Participant has the right to obtain access, request correction or withdraw consent to disclose of any personal information held by the Organiser. Such request can be made by writing to the Organiser via email at <https://www.fn.com.my/contact-us/> or by post to Customer Service, F&N Beverages Marketing Sdn. Bhd., No.1, Jalan Bukit Belimbing 26/38, Persiaran Kuala Selangor, Seksyen 26, 40400 Shah Alam, Selangor D.E., Malaysia. The Organiser respects the individual privacy in terms of the personal data which has been provided by the Participant for this Contest. For full details of Notice under the Personal Data Protection Act 2010, Participant will refer to [www.fn.com.my](http://www.fn.com.my).
10. The Contest's Terms and Conditions is prepared in English and Bahasa Malaysia. In the event of inconsistency between the both versions of the Terms and Conditions, the English version shall prevail.

## **NOTICE UNDER THE PERSONAL DATA PROTECTION ACT 2010**

This written notice ("Notice") serves to inform you that your personal data is being processed by or on behalf of F&N Beverages Marketing Sdn. Bhd. ("F&N" or "we" or "us").

Further, by submitting this Contest's entry form and WhatsApp - mode of participation method, you hereby consent to the processing of your personal data by F&N and their representatives, suppliers and/or related agencies to collect, use and disclose my personal data for the purpose of this survey/research and/or any other marketing outreach with regards to the future events and other reasonably related purposes as specified in this Notice.

F&N will be processing your personal data, including any additional information you may subsequently provide to F&N, for the purposes of the Contest and contacting you (if necessary).

The personal data that you provide us may be disclosed to our service provider(s) for the aforementioned purposes. The service provider(s) include the appointed vendors and/or related agencies in Malaysia organizing, managing or operating the Contest. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.

You may access and request for correction of your personal data and/or to limit the processing of your personal data, or make any enquiries or complaints in respect of your personal data, by emailing us at <https://www.fn.com.my/contact-us/> or by post to Customer Service, F&N Beverages Marketing Sdn. Bhd., No. 1, Jalan Bukit Belimbing 26/38, Persiaran Kuala Selangor, Seksyen 26, 40400 Shah Alam, Selangor D.E., Malaysia.