

ICE MOUNTAIN SPARKLING WATER
“WIN AN EXCLUSIVE DINING EXPERIENCE”
AT B.I.G. (Ben’s Independent Grocer) / VILLAGE GROCER CONTEST

By participating in the ICE MOUNTAIN SPARKLING WATER “WIN AN EXCLUSIVE DINING EXPERIENCE” at B.I.G. (Ben’s Independent Grocer) / VILLAGE GROCER (“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 February 2020), 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 involved in this Contest.
2. This Contest commences on 1 February 2020 at 12:00 am to 31 March 2020 11:59 pm (“Contest Period”). The Organiser reserves the right to amend, extend or terminate the Contest Period at any time without prior notice.

PARTICIPATION METHOD

1. To participate in this Contest, an eligible participant shall during the Contest Period, do the following:
 - a) Purchase any 2 bottles of ICE MOUNTAIN Sparkling Water in a single receipt.
 - b) Answer the question: ICE MOUNTAIN Sparkling Water is available in different flavours. **TRUE or FALSE?**
 - c) WhatsApp a clear picture of receipt to 017-3512511.
Key in the required details as follows: -
IMO SPARKLING, Name, NRIC, Answer
Example: IMO SPARKLING, Intan Mastura, 840801142020, True
Keep the original receipt for verification purposes if you have been selected as a winner.
2. Every 2 bottles of ICE MOUNTAIN Sparkling Water entitle participant for one (1) entry. (“Qualified Entry”). For example, Intan purchased 10 bottles of ICE MOUNTAIN Sparkling Water 350ml Classic flavour, she is entitled to five (5) Qualified Entries automatically.
3. Receipts from any B.I.G (Ben’s Independent Grocer) / VILLAGE GROCER outlets in Peninsular Malaysia are accepted for this Contest. The Organiser reserves the right to disqualify any receipts that is modified, wrong, incomplete, unclear and/or not purchased from B.I.G (Ben’s Independent Grocer) / VILLAGE GROCER outlets.

CONTEST PRIZE (“Prize”)

1. A participant stands a chance to win: -
Grand Prize x 10 winners: Exclusive Dining Experience of Marco Polo’s Expedition for two (2) pax at Le Petit Chef, The Elements
 - a) Bookings must be made before dining date and is subject to availability.
 - b) Winner’s identification must be presented for verification when claiming the Prize.
 - c) Subject to other terms and conditions stated in gift card.
2. If the prize is unavailable for any reasons whatsoever, the Organiser reserves the right, at its sole discretion, to provide an alternative prize without prior notice. Prize is not redeemable for cash,

not transferable and will only be given to the winner who is able to satisfy all the requirements as set out in this Terms and Conditions.

3. Participant can win a maximum of ONE (1) Prize only in this Contest.

WINNER SELECTION

1. All qualified entries will be subjected to a random computerised selection process to shortlist ten (10) Grand Prize finalists (“Finalist”).
2. The Organiser shall contact the Finalist based on the contact number upon WhatsApp submission to enter this Contest 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.
3. Finalists that have been successfully contacted will be required to send in their photocopy of NRIC, correspondence address and original receipt for verification purposes to **ICE MOUNTAIN SPARKLING WATER “WIN AN EXCLUSIVE DINING EXPERIENCE” at B.I.G (Ben’s Independent Grocer) / VILLAGE GROCER CONTEST, No 15, Block B, Lot 756, Jalan Subang 3, 47610 Subang Jaya, Selangor.**
4. 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 Finalists and it is the responsibility of the winner 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 acceptance of the prizes. Return of any prizes by the winner for whatsoever reason will not be entertained.
5. If winners are required to attend prize presentation ceremony and/or participate in publicity programs (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 event.

MISCELLANEOUS

1. 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, 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.
2. The Organiser may transfer some personal information (including but not limited to name, address, contact numbers, NRIC numbers) to service provider(s) for the purposes of administering the Contest and contacting Participants. The service provider(s) include the vendor(s) 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.
3. 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 extend or 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 unauthorizes parties during the

- Contest; Electronic or human errors in the administration of the Contest and processing of the entries; And any entry that is wrongly delivered or not received.
4. The Organiser reserves the right to disqualify the following entries and/or Participant(s) without having to furnish any proof or explanation to the Participant(s): - Duplicate, incomplete, unclear, damaged, late entries, entries with no receipt, entries suspected of a syndication, illegal acquisition of receipts and/or any other disputable entries which appears questionable to the Organiser.
 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, lost 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 be 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 ca be made by writing to the Organiser via email to www.fn.com.my/contact-us/ or 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 Darul Ehsan, 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 the Notice under the Personal Data Protection Act 2010, Participant may refer to www.fn.com.my and personal data provided by the Participant will be used solely for this Contest.
 10. This Contest's Terms and Conditions is prepared in English only.

For further enquiries about this Contest, please log on to <https://www.fn.com.my/promotions-contests/> or call 03-5635 1391, Mon - Fri, 10am - 5pm excluding public holidays

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 participating in this Contest, you hereby consent to the processing of your personal data by F&N in the manner as specified in this Notice.

We shall be processing the personal data that you have provided us with, such as your name, National Registration Identity Number, contact number, address and any other information that we have requested from you in this Contest.

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(s) the appointed vendor(s) 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 limit the processing of your personal data, or make any enquiries or complaints in respect of your personal data, by emailing us at 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 Darul Ehsan, Malaysia.