

CARNATION® Gourmet At Home Contest

By participating in CARNATION® Gourmet At Home 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 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 in Malaysia involved in this Contest.
2. This Contest commences on 21st December 2020, 00:00hr to 28th February 2021, 23:59hr (“Contest Period”). The Organiser reserves the right to amend, extend, or terminate the Contest Period at any time without prior notice.

QUALIFICATION CRITERIA

Every two (2) cans of CARNATION® participating products*: CARNATION® Evaporated Creamer 390g and/or CARNATION® Sweetened Creamer 500g in a single receipt (“Proof of Purchase”) will qualify for one (1) entry (“Qualified Entry”) and will be provided with one (1) serial number.

Example: Fiona purchased 20 cans of CARNATION® Evaporated Creamer 390g, she is entitled to 10 entries automatically.

PARTICIPATION METHOD

1. To participate in this Contest, an eligible Participant shall during the Contest Period, do the following:
 - a) Purchase any two (2) cans of participating products* in a single receipt (“Proof of Purchase”)
 - b) Answer a simple question: ***The theme for the CARNATION® contest is “CARNATION® Gourmet At Home” Contest. TRUE or FALSE?***
 - c) WhatsApp a clear picture of receipt to 012-909 8806 with the following details:
CARNATION, Name, NRIC, Answer
Example: CARNATION, Fiona Ng, 830318068120, True
Keep the original receipt for verification purposes if you have been selected as the winner.
2. Entries sent via WhatsApp before 21st December 2020, 00:00hr and after 28th February 2021, 23:59hr will be disqualified automatically. Entries sent via other text messaging application other than WhatsApp will not be entertained.
3. 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.
4. Only original printed Proof of Purchase with proper item description will be eligible for this Contest. The Organiser reserves the right to disqualify any Proof of Purchase found to be modified, incorrect, incomplete, unreadable and invalid details or entries without Proof of Purchase will be disqualified automatically.

CONTEST PRIZES

1. Grand Prize x ten (10) winners: 1 set of Le Creuset Cookware worth RM5,000
2. Bonus Prize x fifty (50) winners: 1 unit of ELBA Oven worth RM320
3. Consolation Prize x one hundred (100) winners: F&N Life vouchers worth RM100

WINNERS SELECTION

1. All qualified entries will be subjected to a computerised random selection process to shortlist ten (10) Grand Prize finalists, fifty (50) Bonus Prize finalists and one hundred (100) Consolation Prize finalists ("Finalist").
2. The result of the draw is final and no correspondence will be entertained.
3. Participant can win a maximum of one (1) Grand Prize **OR** one (1) Bonus Prize **OR** one (1) Consolation Prize throughout this Contest.
4. The Organiser shall contact all Finalist based on the contact details via phone call/WhatsApp provided during WhatsApp submission on a best effort basis with a maximum of three (3) call and/WhatsApp 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.
5. The winners of the contest will be announced 8 – 10 weeks after the contest ends on www.fn.com.my.
6. The Organiser reserves the right to decide, amend or extend the winner announcement at any time without prior notice.
7. 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 functions.
8. 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: - Any entries suspected of a syndication; Illegal acquisition of receipt (Proof of Purchase); And any other disputable entries which appears questionable to the Organiser.
9. Notwithstanding to the contrary, the Organiser reserves the right to determine the collection arrangements of the prize for winners within Klang Valley. 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.
10. The Organiser reserves the right to determine the delivery arrangements of the prize for winners outside Klang Valley. The Organiser shall deliver the prizes according to the mailing address provided by the winner via WhatsApp or email to the appointed agency. 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 of the prize to the mailing address provided.

11. The Organizer reserves the right to determine the model and colour of the Grand Prize and Bonus Prize. Liaison of any and/or all product warranty for prize is to be forwarded to the relevant manufacturers directly and return of any prizes by the winner for whatsoever reason will not be entertained.

MISCELLANEOUS

1. All WhatsApp entry submission and Proof of Purchase submitted for the Contest shall be the property of the Organiser.
2. By participating in this Contest and accepting the prizes, Participants 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 Participant 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 to 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.
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" or "their").

Further, by submitting this Contest's mode of participation method - WhatsApp, 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.